COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#25 FEBRUARY 7, 2012
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February 07, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF 37 HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME CARE SERVICE AMENDMENTS FOR THE PERIOD OF MARCH 1, 2012 THROUGH FEBRUARY 28, 2014 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend 37 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome care service agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute amendments, substantially similar to Exhibit I, to 37 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) service agreements comprised of 18 mental health-psychotherapy, eight substance abuse-residential rehabilitation, three substance abuse-residential detoxification, three substance abuse-day treatment, two substance abuse-transitional housing, and three nutrition support services agreements as identified in Attachment A, effective March 1, 2012 through February 28, 2014 at a total maximum obligation of $9,953,864; 100 percent offset by State and federal funds, Intra-Fund Transfer (IFT) from the DPH Substance Abuse Prevention and Control (SAPC), and net County cost (NCC).

2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the 37 HIV/AIDS care service agreements that allow for the rollover of unspent grant funds; adjust the term of the agreements through August 31, 2014; and/or provide an internal reallocation of funds between budgets, an increase or a decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable

agreement term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to extend the agreements and modify maximum obligations based on contractor performance and/or the contractor's utilization of available funds in prior years, thereby ensuring the continued seamless delivery of vital HIV/AIDS care services throughout Los Angeles County. Thirty-six of the amendments are being recommended at status quo funding and one amendment is being increased from $55,623 to $180,623 to service additional clients in need of mental health, psychotherapy services.

Recommendation 2 will allow DPH to execute amendments to adjust the term of the agreements; rollover unspent grant funds; and/or internally reallocate funds between budgets and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 2 will also enable DPH to amend agreements to allow for the provision of additional units of funded services that are above the service level identified in the current agreement and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the 37 amendments is $9,953,864, consisting of $7,273,120 in Ryan White Program (RWP) Part A funds; $1,533,232 in Single Allocation Model (SAM) Care funds from the California Office of AIDS (OA); $977,512 in SAPC IFT funds; and $170,000 in existing net County cost.

Funding for this action is included in DPH's Fiscal Year (FY) 2011-12 Final Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RWP authorizes grants for the development, coordination, and operation of effective and cost-efficient services for persons living with HIV/AIDS. DPH receives a RWP Part A award annually. For Year 21 which ends February 29, 2012, the final RWP Part A formula and supplemental award totaled $36,886,910, a slight decrease over the prior year due to a decrease in the overall supplemental award. Notification of the formula-based portion of the award is generally received on or before March 1 of the grant year. Notification of the competitive supplemental portion of the award follows within 60 days. Therefore, the exact amount of the Year 22 award is unknown at this time.

In July 2009, DPH began receiving SAM Care funds, which are funds from the Health Resources and Services Administration and other federal partners that pass through the OA. SAM Care funds are to be used to provide HIV/AIDS care services to affected communities for the provision of core medical and support services. SAPC's IFT funds are pass through funds from the California Department of Alcohol and Drug Programs. Funds are allocated annually from SAPC to the Division of HIV and STD Programs.

DPH allocations for these service categories are aligned with the Commission on HIV recommended allocations.

As required under Board Policy 5.120: Authority To Approve Increases To Board Approved Contract Amounts, on December 15, 2011 your Board was notified of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

County Counsel has approved Exhibit I as to use. Attachment A provides information about the contracted providers and recommended amendments.

CONTRACTING PROCESS

Since their original award dates, these 37 agreements have undergone multiple amendments, some of which include: term extensions, adjustments to funding allocations, and revisions to scopes of work.

On February 16, 2010, your Board approved 44 HIV/AIDS care service agreements to extend the term of: a) 39 nutrition support services (previously food bank/home-delivered meals/nutritional supplements); mental health, psychotherapy; and substance abuse services for the term of March 1, 2010 through February 29, 2012; b) one oral health care services for the term of March 1, 2010 through February 28, 2011; and c) four residential services effective March 1, 2010 through February 28, 2011. Of the 44 agreements that were amended, 37 are recommended for amendment under this Board action. Of the seven remaining agreements, one oral health care agreement was subsequently approved for amendment by your Board on February 8, 2011 and extended through February 28, 2013; two substance abuse agreements were terminated in January 2011 at the request of the provider (Rainbow Bridge Community Services); and four residential agreements expired and new agreements were awarded under a new solicitation without a lapse in service.

DPH plans to resolicit mental health psychotherapy and substance abuse services in 2012 and nutrition support services in 2013. Upon completion of the solicitations, DPH will return to your Board to recommend execution of new contracts and termination of the existing agreements without an in interruption in services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DPH to continue to provide uninterrupted delivery of vital HIV/AIDS care services to County residents.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:jlm

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS RELATED SERVICES
YEAR 22 AND YEAR 23 ALLOCATIONS

	Contractor and Agreement Number	Baseline (Year 21) Allocation	Term 1 (Year 22) 3/1/12 - 2/28/13	Term 2 (Year 23) 3/1/13 - 2/28/14	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisorial District of Areas Served	Performance as of September 30, 2011 (seven months measured to determine if agency is on track for meeting year-end goals)
	1. MENTAL HEALTH, PSYCHOTHERAPY SERVICES							
	FUNDING SOURCES: RYAN WHITE PROGRAM (RWP) PART A, NCC							
1	AIDS Healthcare Foundation H-210814	$ 124,245	$ 124,245	$ 124,245	$ 248,490	2, 4, 5, 7	1, 3, 4	Agency is meeting goals.
2	AIDS Project Los Angeles H-210815	$ 270,726	$ 270,726	$ 270,726	$ 541,452	4	2	Agency is meeting goals.
3	AIDS Service Center H-210792	$ 168,389	$ 168,389	$ 168,389	$ 336,778	3	5	Agency is meeting most goals (between 41-51%) .
4	AltaMed Health Services Corporation H-210790	$ 149,300	$ 149,300	$ 149,300	$ 298,600	3, 7	1	Agency is meeting goals.
5	Bienestar Human Services, Inc. H-210868	$ 108,274	$ 108,274	$ 108,274	$ 216,548	2, 4	3	Agency is meeting most goals (between 41-51%) .
6	Charles R. Drew University of Medicine & Science H-210848	$ 222,661	$ 222,661	$ 222,661	$ 445,322	6	2	Agency is meeting goals.
7	Childrens Hospital Los Angeles H-210842	$ 29,214	$ 29,214	$ 29,214	$ 58,428	4	3	Agency is meeting goals.
8	Common Ground - The Westside HIV Community Center H-210819	$ 61,678	$ 61,678	$ 61,678	$ 123,356	5	3	Agency is meeting most goals(between 41-51%)
9	East Valley Community Health Center H-210817	$ 43,522	$ 43,522	$ 43,522	$ 87,044	3	1,5	Agency is meeting goals.
10	The Los Angeles Gay and Lesbian Community Services Center H-210803	$ 105,473	$ 105,473	$ 105,473	$ 210,946	4	3	Agency is meeting most goals (between 41-51%)
11	Minority AIDS Project H-210836	$ 55,623	$ 180,623	$ 180,623	$ 361,246	6	2	Agency is meeting goals.
12	Northeast Valley Health Corporation H-210823	$ 92,049	$ 92,049	$ 92,049	$ 184,098	2	3	Agency is meeting goals.
13	South Bay Family Healthcare Center H-210791	$ 37,914	$ 37,914	$ 37,914	$ 75,828	8	4	Agency is meeting goals.
14	Special Service for Groups, Inc. H-210818	$ 91,630	$ 91,630	$ 91,630	$ 183,260	4	1	Agency is meeting goals.
15	St. Mary Medical Center H-210847	$ 108,000	$ 108,000	$ 108,000	$ 216,000	8	4	Agency is meeting most goals (between 41-51%)

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS RELATED SERVICES
YEAR 22 AND YEAR 23 ALLOCATIONS

	Contractor and Agreement Number	Baseline (Year 21) Allocation	Term 1 (Year 22) 3/1/12 - 2/28/13	Term 2 (Year 23) 3/1/13 - 2/28/14	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisorial District of Areas Served	Performance as of September 30, 2011 (seven months measured to determine if agency is on track for meeting year-end goals)
16	Tarzana Treatment Center, Inc. H-210794	$ 97,861	$ 97,861	$ 97,861	$ 195,722	2	3	Agency is exceeding their goals (58% or higher).
17	Whittier Rio Hondo AIDS Project H-300099	$ 20,348	$ 20,348	$ 20,348	$ 40,696	7	4	Agency is meeting most goals.
18	Women Alive Coalition H-210967	$ 63,700	$ 63,700	$ 63,700	$ 127,400	4	2	Agency is meeting most goals.
	Total	**$ 1,850,607**	**$ 1,975,607**	**$ 1,975,607**	**$ 3,951,214**			
	2. SUBSTANCE ABUSE, RESIDENTIAL REHABILITATION SERVICES **FUNDING SOURCES: RWP PART A, SAM CARE, CSAP/CSAT**							
19	Behavioral Health Services H-700970	$ 129,569	$ 129,569	$ 129,569	$ 259,138	3,8,	1,4	Agency is meeting goals.
20	Cri-Help, Inc. H-700987	$ 204,222	$ 204,222	$ 204,222	$ 408,444	2, 4	1, 3	Agency is exceeding their goals (58% or higher).
21	Los Angeles Center for Alcohol & Drug Abuse H-700971	$ 132,892	$ 132,892	$ 132,892	$ 265,784	7	1	Agency is meeting most goals (between 41-51%).
22	Prototypes - A Center for Innovation in Health, Mental Health & Social Services H-700985	$ 117,892	$ 117,892	$ 117,892	$ 235,784	3	1	Agency is meeting goals.
23	Substance Abuse Foundation H-700961	$ 224,725	$ 224,725	$ 224,725	$ 449,450	8	4	Agency is meeting goals.
24	Tarzana Treatment Center, Inc. H-700982	$ 353,054	$ 353,054	$ 353,054	$ 706,108	1,2,8	3,4,5	Agency is meeting most goals (between 41-51%).
25	Van Ness Recovery House, Inc. H-700978	$ 197,797	$ 197,797	$ 197,797	$ 395,594	4	3	Agency is exceeding their goals (58% or higher).
26	Watts Healthcare Corporation H-701059	$ 206,648	$ 206,648	$ 206,648	$ 413,296	6	2	Agency is not meeting most goals (between 0-41%). Agency is working on improving client retention and modifying budget to increase the number of high-intensity clients since agency has very few low-intensity clients.
	Total	**$ 1,566,799**	**$ 1,566,799**	**$ 1,566,799**	**$ 3,133,598**			

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS RELATED SERVICES
YEAR 22 AND YEAR 23 ALLOCATIONS

	Contractor and Agreement Number	Baseline (Year 21) Allocation	Term 1 (Year 22) 3/1/12 - 2/28/13	Term 2 (Year 23) 3/1/13 - 2/28/14	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisorial District of Areas Served	Performance as of September 30, 2011 (seven months measured to determine if agency is on track for meeting year-end goals)
	3. SUBSTANCE ABUSE, RESIDENTIAL DETOXIFICATION SERVICES **FUNDING SOURCES: RWP PART A, SAM CARE, CSAT**							
27	Behavioral Health Services H-700986	$ 86,206	$ 86,206	$ 86,206	$ 172,412	3,8	1,4	Agency is not meeting most goals (between 0-41%). Agency is working on improving recruitment efforts.
28	Cri-Help, Inc. H-700975	$ 132,625	$ 132,625	$ 132,625	$ 265,250	2	3	Agency is meeting most goals (between 41-51%) .
29	Tarzana Treatment Center, Inc. H-700983	$ 323,036	$ 323,036	$ 323,036	$ 646,072	2	3	Agency is meeting goals.
	Total	**$ 541,867**	**$ 541,867**	**$ 541,867**	**$ 1,083,734**			
	4. SUBSTANCE ABUSE, DAY TREATMENT SERVICES **FUNDING SOURCES: CSAP/CSAT**							
30	Cri-Help, Inc. H-700976	$ 21,880	$ 21,880	$ 21,880	$ 43,760	2, 4	1,3	Agency is not meeting most goals (between 0-41%). Agency is working on outreach plan to improve recruitment.
31	Substance Abuse Foundation H-700977	$ 17,286	$ 17,286	$ 17,286	$ 34,572	8	4	Agency is meeting goals.
32	Van Ness Recovery House, Inc. H-700965	$ 28,401	$ 28,401	$ 28,401	$ 56,802	4	3	Agency is meeting most goals (between 41-51%).
	Total	**$ 67,567**	**$ 67,567**	**$ 67,567**	**$ 135,134**			
	5. SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES **FUNDING SOURCES: RWP PART A, SAM CARE**							
33	Substance Abuse Foundation H-700973	$ 142,951	$ 142,951	$ 142,951	$ 285,902	8	4	Agency is not meeting most goals (between 0-41%). Agency is working on implementing a new outreach plan to recruit clients.
34	Tarzana Treatment Center, Inc. H-701004	$ 90,526	$ 90,526	$ 90,526	$ 181,052	2	3	Agency is meeting goals.
	Total	**$ 233,477**	**$ 233,477**	**$ 233,477**	**$ 466,954**			

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS RELATED SERVICES
YEAR 22 AND YEAR 23 ALLOCATIONS

	Contractor and Agreement Number	Baseline (Year 21) Allocation	Term 1 (Year 22) 3/1/12 - 2/28/13	Term 2 (Year 23) 3/1/13 - 2/28/14	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisorial District of Areas Served	Performance as of September 30, 2011 (seven months measured to determine if agency is on track for meeting year-end goals)
	6. NUTRITION SUPPORT SERVICES							
	FUNDING SOURCES: RWP PART A							
35	AIDS Project Los Angeles H-700241	$ 419,119	$ 419,119	$ 419,119	$ 838,238	1 - 6, 8	2-5	Agency is meeting goals.
36	Bienestar Human Services, Inc. H-700279	$ 41,981	$ 41,981	$ 41,981	$ 83,962	7	1	Agency is meeting goals.
37	Project Angel Food H-700267	$ 130,515	$ 130,515	$ 130,515	$ 261,030	1-8	1-5	Agency is meeting goals.
	Total	**$ 591,615**	**$ 591,615**	**$ 591,615**	**$ 1,183,230**			

Grand Total	**$ 4,851,932**	**$ 4,976,932**	**$ 4,976,932**	**$ 9,953,864**

Funding Source	Term 1 (Year 22) Summary	Term 2 (Year 23) Summary	Total Summary
RWP Part A	$ 3,636,560	$ 3,636,560	$ 7,273,120
SAM Care	$ 766,616	$ 766,616	$ 1,533,232
State (CSAP/CSAT)	$ 488,756	$ 488,756	$ 977,512
NCC	$ 85,000	$ 85,000	$ 170,000
GRAND TOTAL	$ 4,976,932	$ 4,976,932	$ 9,953,864

EXHIBIT I

Contract No. H-_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
_____ SERVICES AGREEMENT

Amendment No. __

THIS AMENDMENT is made and entered into this _____ day of _____, 2012,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and _____. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled “HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) _____ SERVICES AGREEMENT”, dated _____, and further identified as Agreement No. H-_____, and any Amendments thereto (all hereafter “Agreement”); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter “Ryan White Program”); and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2012.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on _____, and continue in full force and effect through February 28, 2014, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) and Schedule(s), attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ___ and ___ shall be added to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

___. During the period March 1, 2012 through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of Ryan White Program, Part A funds. This sum represents the total maximum obligation of County as shown in Schedule ___, attached hereto and incorporated herein by reference.

___. During the period March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of Ryan White Program, Part A funds. This sum represents the total maximum obligation of County as shown in Schedule ___, attached hereto and incorporated herein by reference."

5. Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules __ and __, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 6, BILLING AND PAYMENT, Subparagraphs L, M, N, O, and P shall be added to read as follows:

"6. BILLING AND PAYMENT:

L. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS Paragraph, of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make immediate and appropriate transition plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

(4) Provide to County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST_REPORT Paragraph, hereunder.

P. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such

lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof."

7. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

”7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit(s), Schedule(s) and/or Budget(s) category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term’s annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County’s Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in

this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period."

8. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, Subparagraphs D and E, shall be amended to read as follows:

"12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

D. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment

of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

9. Paragraph 23, RYAN WHITE PROGRAM GRIEVANCE PROCEDURES, shall be re-designated to the ADDITIONAL PROVISIONS.

10. Paragraph __, QUALITY MANAGEMENT, of Exhibit _, shall be re-designated to the Agreement as Paragraph 25, replaced in its entirety to read as follows:

"25. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and

CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals and implement needed programmatic changes and improvements that result in higher quality HIV services and reduces HIV related health disparities;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Effectively coordinate various quality and performance improvement efforts that are on-going and integrated throughout the agency."

11. Paragraph __, QUALITY MANAGEMENT PLAN, of Exhibit _, shall be re-designated to the Agreement as Paragraph 26, the first paragraph, Subparagraphs D(1) and D(2) shall be amended to read as follows:

"26. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS prevention services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Agreement, its written integrated QM plan. The plan shall be reviewed and updated as needed

by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for the performance indicators in Attachment V. Contractor may select additional performance indicators approved by DHSP Director or his/her designee.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care."

12. Paragraph __, QUALITY MANAGEMENT PROGRAM MONITORING, of Exhibit _, shall be re-designated to the Agreement as Paragraph 27.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

14. Effective on the date of this Amendment, Exhibit__, SCOPE(S) OF WORK FOR HIV/AIDS _____ SERVICES, shall be attached hereto and incorporated herein by reference.

15. Effective on the date of this Amendment, Schedules __ and __, BUDGET(S) FOR HIV/AIDS _____ SERVICES, shall be attached to hereto and incorporated herein by reference.

16. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

_____
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
_____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02062:jlm

EXHIBIT ____

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MENTAL HEALTH, PSYCHOTHERAPY SERVICES

1. The first and second paragraphs of Paragraph 1, DESCRIPTION, shall be amended to read as follows:

"1. DESCRIPTION: Mental health, psychotherapy services for people living with HIV/AIDS are psychological and counseling treatment to individuals living with HIV/AIDS who are diagnosed with mental illness. Services are conducted in a group or individual modality and provided by a licensed mental health professional that is licensed or authorized within the State to render such services. Mental health treatment attempts to enhance access to and retention in primary HIV medical care and promote health and quality of life. Counseling and psychotherapy have been shown to be helpful in alleviating or decreasing psychological symptoms that can accompany a diagnosis of HIV/AIDS and in assisting the client in reducing mental health issues that contribute to adverse health outcomes. Often, people living with HIV/AIDS bring issues that pre-date their infection, but have been exacerbated by the stress of living with a chronic illness.

Mental health, psychotherapy services are also intended to assist clients and their significant others (including family and friends) to cope with the emotional and psychological aspects of living with HIV disease."

2. Paragraph 2, PERSONS TO BE SERVED, shall be replaced in its entirety to read as follows:

"2. PERSONS TO BE SERVED: HIV/AIDS mental health, psychotherapy services shall be provided to indigent persons with HIV/AIDS that are experiencing psychological distress and reside within Los Angeles County. This includes: 1) newly diagnosed individuals with mild mental health symptoms (such as depressed mood and anxiety) or co-ocurring issues (such as substance addiction) needing treatment, follow-up or referral services; 2) Individuals with moderate to severe symptoms or moderate to severe difficulty needing short term individual or group therapy; and/or 3) Individuals with severe symptoms needing assessment and referral for psychiatric treatment and/or more intensive inpatient treatment. Services shall be provided in accordance with Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference."

3. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS mental health, psychotherapy services shall not exceed _____ Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this

Exhibit for HIV/AIDS mental health, psychotherapy services shall not exceed _____ Dollars ($_____)."

4. Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ____ and ___, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Paragraph 5, CLIENT ELIGIBILITY, shall be replaced in its entirety to read as follows:

"5. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have no other payment source for the provision of mental health, psychotherapy or counseling services. Contractor shall screen clients for Medi-Cal eligibility and other health insurance coverage to ensure the client can access the most comprehensive payment source for mental health services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

6. The first paragraph of Paragraph 7, SERVICE DELIVERY SITES, shall be amended to read as follows:

"7. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at:

_____."

7. Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs A, B and C shall be amended to read as follows:

"8. SERVICES TO BE PROVIDED:

A. Contractor shall provide a minimum of _____ (____) hours of individual psychotherapy services to a minimum of _____ (____) unduplicated clients.

B. Contractor shall provide a minimum of _____ (____) hours of family/conjoint psychotherapy services to a minimum of _____ (____) unduplicated clients.

C. Contractor shall provide a minimum of one hundred _____ (____) hours of group psychotherapy services to a minimum of _____ (____) unduplicated clients."

8. Paragraph 9, DIRECT SERVICES, shall be replaced in its entirety to read as follows:

"9. DIRECT SERVICES: Mental Health, Psychotherapy treatment is intended for the duration of no more than twenty-four (24) months. Treatment should be directed toward alleviating or decreasing psychological symptoms that can accompany a diagnosis of HIV/AIDS or pre-existing conditions that are exacerbated by the stress of living with a chronic condition. Treatment extended beyond twenty-four (24) months will require therapeutic justification by the provider.

A. The provision of specific types of psychotherapy (e.g., behavioral, cognitive, post-modern, and psychodynamic) is guided by the individual client's need and based on published practice guidelines and research. For those clients on psychotropic medications, adherence to and side effects of these medications shall be assessed at each visit, along with the provision of education regarding such medications, within the scope of the mental health provider's practice. As indicated, these clients shall be referred back to the prescribing physician for further information.

During each period of this Agreement, Contractor shall provide HIV/AIDS mental health, psychotherapy services including but not limited to, the following treatment activities:

(1) Individual Psychotherapy: Individual psychotherapy is an interpersonal treatment process, which involves meeting(s) with a therapist on a one-on-one basis to focus on the alleviation of emotional distress, (i.e. problematic behaviors, beliefs and/or

feelings) with the primary goal of improving psychological and behavioral functioning. Individual psychotherapy shall last up to twenty (20) sessions and shall include client goals that assist the client in improving their physical and mental health and in assisting the client in reducing mental health issues that contribute to adverse health outcomes. Longer term therapy may be provided given that it is well documented that the client needs and would benefit from additional sessions in order to explore more complex issues that may interfere with a client's quality of life.

(2) Conjoint/Psychotherapy involves a licensed therapist or team of therapists providing treatment through multiple psychotherapy sessions with couples and/or families (e.g. nuclear, step and/or extended family members) to help them address important issues that may interfere with the client's functioning, especially as it relates to their HIV disease, and to nurture change and development, improve communication, and recognize, understand, and address special family situations related to the client's HIV diagnoses (such as HIV disclosure, stigma, support, etc).

(3) Group Psychotherapy Treatment: Group Psychotherapy Treatment is a form of psychotherapy that involves sessions guided by a therapist and attended by several individuals who confront their psychological issues together in a safe and non-prejudicial

environment. The interaction among clients is considered to be an integral part of the therapeutic process to help individuals improve their overall health and correct behaviors that put them at risk for transmitting HIV. Participation in groups requires that each group member to have a full biopsychosocial assessment and that group therapy be included in each participant's treatment plan. Each client's clinical assessment shall be used to determine the appropriateness of the specific group(s) to properly address the client's needs, as well as his/her suitability for the group(s) as it relates to the client's treatment plan.

(a) Closed psychotherapy treatment groups require a process for joining and terminating from the group and usually have a set number of group members (between six and ten). This format provides an opportunity to build group cohesion and for members to take part in active interpersonal learning. Closed psychotherapy treatment groups can be time limited or ongoing, issue specific or more general in content.

(b) Open psychotherapy treatment groups do not require ongoing participation from clients. The group membership may shift from session to session. This format often requires group facilitators to be more structured and active in their psychotherapeutic approach. Open

psychotherapy treatment groups can be especially useful to clients requiring immediate support, but unsure about making a commitment to ongoing mental health treatment.

(c) Required documentation for these groups shall consist of the same documentation as group psychotherapy clients. In addition to keeping individual client records for each client attending groups, contractor shall maintain group process records and shall include, at a minimum, for each group conducted: 1) the date, time, and duration of the group; 2) group topic; 3) written signatures of group participants; 4) issues discussed and intervention(s) provided; and 5) the date, signature, and title of licensed mental health provider.

(4) Crisis intervention: Crisis intervention services are unplanned services provided to an individual, couple or family experiencing immediate psychosocial distress. These services are provided in order to prevent crisis related deterioration of client/family unit functioning and/or to assist in the client's return to baseline functioning. Client safety shall be continuously assessed and addressed when providing these services. Crisis intervention services may be provided face-to-face or by telephone, as often as necessary to ensure client safety and maintenance of baseline functioning.

Crisis intervention services shall be documented through a crisis evaluation assessment, crisis intervention plan, and follow-up progress notes, which shall be maintained within the client record of each client receiving such services. Crisis intervention services shall include, but not be limited to:

(a) Assessment of precipitating event that caused crisis, including threat to self or others;

(b) Establishment of a provisional diagnosis (or diagnoses) of the mental disorder(s) most likely to be responsible for the current crisis, including identification of any general medical condition(s) or substance use that is causing or contributing to the patient's mental condition;

(c) Development of a crisis intervention plan, including immediate treatment goals and disposition of those goals ;

(d) Determination of whether the client requires treatment in a hospital or other supervised setting and what follow-up will be required if the patient is not placed in a supervised setting;

(e) Intervention provided including results of interventions and referrals;

(f) Follow-up to ensure that client crisis has subsided.

Crisis intervention services documentation shall include the date, signature, and title of the mental health provider. Crisis intervention services documentation shall be signed by a licensed mental health professional.

(5) Triage/Referral/Coordination: For clients requiring mental health interventions that the mental health provider is not able to provide, the mental health provider shall ensure that these clients are linked referred to a full-range of mental health services, including psychiatric evaluation and medication management, neuropsychological testing, day treatment programs, and in-patient hospitalization. Mental health, psychotherapy providers shall link clients with co-occurring substance use disorders to appropriate substance use treatment services. To ensure integration of services and optimum client care, mental health services shall be coordinated with all of the services listed previously within this paragraph.

Mental health providers shall contact the client's HIV health care provider to ensure that the client is actively engaged in HIV medical care and treatment at a minimum of once per every six (6) months. Mental health providers shall contact, or attempt to contact, other providers as clinically indicated. Triage, referral, and coordination activities shall be documented through progress notes and maintained within the client record.

(6) Case Closure/Discharge: Case closure/Discharge refers to the systematic process for discharging clients from mental health, psychotherapy services. This process includes formal notification regarding pending case closure, and the completion of a case closure summary to be maintained within the client record.

Case closure may occur for a variety of reasons: client may relocate outside of Los Angeles County, successful attainment of mental health treatment goals, continued non-adherence to treatment plan, inability to contact client, client-driven termination of services, unacceptable client behavior, or client death. For clients who have dropped out of treatment without notice, Contractor shall provide regular follow-up, including attempts to contact the client and written correspondence. Follow-up and case closure activities shall be documented through progress notes and maintained within the client record.

Case closure summaries shall include, at a minimum, the following required documentation:

(a) Date of discharge;

(b) Course of treatment;

(c) Discharge diagnosis, including GAF score;

(d) Referrals provided;

(e) Reason for termination of services;

(f) Case closure summaries shall include the date, and signature of licensed mental health clinician.

(7) Case Conferences: Contractor shall ensure that mental health practitioners participate in multidisciplinary discussions of each active client at a minimum of once every six (6) months. All available members of the treatment team, including case managers, treatment educators, psychiatrists, medical personnel, etc., shall be encouraged to attend. These discussions shall assist mental health providers in problem-solving and monitoring related to a client's progress toward mental health, psychotherapy treatment plan goals.

(a) Documentation of multidisciplinary case conferences shall include, but not be limited to: date of case conference; name, title, and initials of case conference participants, psychosocial issues and concerns identified; description of guidance provided and/or follow-up plan; and results of implementing guidance/follow-up.

(b) Documentation of case conferences shall be maintained within each client record.

9. Paragraph 10, PROGRAM RECORDS, shall be replaced in its entirety to read as follows:

”10. PROGRAM RECORDS: Contractor shall maintain client program records in an orderly, accessible and legible format for all clients receiving mental

health, psychotherapy services including crisis intervention and group services. Records shall include the following documentation, at a minimum:

A. Client Intake: During intake, mental health staff shall screen all clients for Medi-Cal or other payment sources to ensure the client can access the most comprehensive payment source. Client intake determines if a person is eligible for Ryan White funded mental health, psychotherapy services and includes client demographic data, emergency contact and next of kin information, and eligibility documentation.

(1) Required Intake Information: includes, but is not limited to: date of intake; client name, home/residential address, mailing address, and telephone number; emergency contact name, home address, and telephone number; next of kin name, home address, and telephone number; and client demographic data as required by DHSP;

(2) Intake Forms: Completed forms, signed and dated by the client shall be in the client's primary language. Contractor may use a translator and shall indicate in writing by making a notation of such and signature of translator on each form requiring translation. Each of the following are required for each client, including:

(a) Release of Information (must be updated annually). New forms must be added for those individuals not listed on the existing Release of Information. Release of Information shall detail the specific person(s) or agency(ies)

to whom information will be released and the specific type of information to be released;

(b) Confidentiality policy, including Limits of Confidentiality; and/or HIPAA notice of privacy practices.

(c) Consent to Receive Mental Health Services;

(d) Client Rights and Responsibilities;

(e) Client Grievance Procedures.

(3) Required Eligibility Documentation: Contractor shall obtain the following client eligibility documentation:

(a) Proof of HIV diagnosis;

(b) Proof of income (must be verified on an annual basis);

(c) Proof of residence in Los Angeles County (must be verified on an annual basis).

B. Biopsychosocial Assessment: The biopsychosocial assessment is completed during a collaborative face-to-face interview in which the client's biopsychosocial history and current presentation are evaluated by a professional mental health provider to determine diagnosis, treatment needs, and ability to access and retain primary HIV medical care and promote health and quality of life. A comprehensive biopsychosocial assessment is required for all clients receiving psychotherapy services, including clients receiving crisis intervention services and groups.

The comprehensive biopsychosocial assessment shall be completed within thirty (30) days from client's date of intake. If the assessment cannot be completed within thirty (30) days, the reason for the delay and all attempts made to complete the assessment shall be documented within the progress notes. Assessments shall support development of psychotherapeutic treatment plans.

Reassessments shall be conducted on an ongoing basis as driven by client need, when there is a significant change in the client's status or when the client has left and re-entered psychotherapy treatment services. Reassessments shall be conducted at minimum of once every twelve (12) months, shall be fully documented utilizing a new assessment form, and shall address whether this psychotherapy treatment has contributed to the client’s ability to access and retain primary HIV medical care treatment. Assessments and reassessments shall be maintained within the client record.

Biopsychosocial assessments shall, at a minimum, consist of the following required documentation:

(1) Statement of the client's presenting problem/chief complaint(s) and how the problem/complaint relates to/impacts the client’s HIV care;

(2) Psychiatric and mental health psychotherapy treatment history, including: hospitalizations, outpatient treatment, and history of onset of current symptoms/precipitating events;

(3) Substance use history, including current and past use of alcohol and/or drugs and substance use treatment;

(4) Psychosocial history, including: history and current description of family, relationships, and support systems (including physical, sexual, and domestic violence history); family history of mental illness and substance use; dependent care issues; and living conditions and environment;

(5) Cultural influences, including: spiritual and/or religious belief systems, church affiliation, sexual orientation and gender roles, and discrimination;

(6) Education and employment history, including: highest grade completed, literacy level, general knowledge and skills, means of financial support (including source of income), and work related problems;

(7) Legal history, including: type and frequency of arrests and/or convictions, parole and/or probation status, and divorce and child custody issues;

(8) General medical history and health, including: diet/nutrition, sleep, and exercise;

(9) HIV-related medical history, including: month and year of HIV diagnosis, date and results of last T-cell count and viral load test, and history and current presence of any HIV-related illnesses or symptoms;

(10) Medication and treatment adherence issues, including: history, barriers, side effects, and coping skills;

(11) HIV risk behaviors and risk/harm reduction, including: history of sexual risk taking behaviors, barriers to change, and risk/harm reduction concerns;

(12) Mental status exam that includes, at a minimum, the following: appearance; motor activity; attitude; mood and affect; speech and language fluency (including rate and quality); thought content, process, and perception (including connectedness, predominant topic, delusions, preoccupations/obsessions, hallucinations); orientation (including time, place, person, and purpose); memory (short-term and long-term); judgment and insight; and suicidal and violent ideation and history (including type and frequency of ideation, past attempts, and plan);

(13) Complete *Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition - Text Revision* (DSM IV-TR) five-axis diagnosis, including a description of symptoms and diagnostic criteria that justify the diagnosis. In all cases where the initial diagnosis on one (1) or more Axis is deferred, the mental health provider shall continue to assess the client concurrent with treatment and complete the diagnosis within sixty (60) days of Biopsychosocial Assessment. This or any other change in

diagnosis should be clearly documented in a progress note or on a Change of Diagnosis form.

Biopsychosocial assessments and reassessments shall include the date, signature, and title of the mental health provider conducting the assessment interview. Biopsychosocial assessments and reassessments shall be signed by the licensed mental health professionals.

C. Treatment Plan: Treatment plans are developed in collaboration with the client and determine the course of mental health, psychotherapy treatment. Biopsychosocial assessments and treatment plans should be developed concurrently. Treatment plans shall be finalized within two (2) weeks of the completion of the biopsychosocial assessment. Treatment plan goals should address mental health issues that prevent access to and retention in primary HIV medical care. Treatment plans shall be developed by the same mental health provider that conducts the biopsychosocial assessment. Treatment plans are required for all clients receiving psychotherapy services.

The treatment plan shall be reviewed and updated on an ongoing basis, but at a minimum of every six (6) months. Such updates shall be documented within the client record. Contractor shall ensure that the mental health, psychotherapy providers continue to address and document existing and newly identified treatment plan goals. A copy of the treatment plan shall be provided to the client.

Psychotherapy treatment plans shall be maintained within the client record and include, at a minimum, the following required documentation:

(1) Statement of the problems, symptoms, and/or behaviors to be addressed in treatment;

(2) Goals (desired outcomes) and objectives (measurable change in symptoms or behaviors);

(3) Interventions proposed

(4) Appropriate modalities (individual, conjoint, and/or group psychotherapy) to address the identified problem(s);

(5) Frequency, number of sessions, and expected duration of services;

Treatment plans shall be signed and dated by a licensed mental health provider and the client.

D. Progress Note Documentation: Treatment provision activities shall be documented through progress notes and maintained within the individual client record and group process notes. Progress notes for individual, family/conjoint, and group psychotherapy shall include, at a minimum, the following information:

(1) Date, type of contact, and the time spent with or on behalf of the client;

(2) Notation related to conducting an assessment or reassessment;

(3) Notation related to the development of or update to treatment plan;

(4) Progress towards treatment plan goals;

(5) Interventions provided and the client's response to interventions;

(6) Referrals provided (e.g., psychiatric consult, case management, medical services, substance abuse treatment, etc.);

(7) Outcome of interventions and referrals;

(8) Results of education about medication side effects and counseling regarding psychotropic medication adherence;

(9) Client follow-up activities, including contacts, attempted contacts, and written correspondence provided;

(10) Documentation regarding exceptions or special circumstances related to client care and treatment;

(11) All progress notes shall be signed by a licensed mental health provider.

(12) Documentation for psychotherapy treatment groups shall also include for each group conducted:

(a) Date, time, and length of the group;

(b) Name, title, and signature of group facilitator(s);

(c) Record of attendance;

(d) Issues discussed and interventions provided relative to the group process and each individual client."

10. Paragraph 11, ADMINISTRATIVE SUPERVISION, Subparagraphs A and B, shall be amended to read as follows:

”11. ADMINISTRATIVE SUPERVISION:

A. Client Retention: Programs shall make every effort to avoid client’s falling out of care related to inadequate follow-up while in mental health, psychotherapy services. Contractor shall develop and implement a broken appointment policy and procedure to ensure continuity of services and retention of clients. Follow-up activities may include telephone calls, written correspondence, direct contact, and other attempts to maintain the client's participation in care. Programs shall provide regular follow-up activities and adhere to broken appointment procedures to encourage and assist clients with maintaining in mental health, psychotherapy services. Program shall determine on a case-by-case basis whether more frequent contact with a particular client is needed in order to avoid potential dropout. These activities and interventions shall be documented through progress notes maintained within the client record.

B. Linkage to Medical Care: Contractor shall ensure that all clients receiving mental health, psychotherapy services are linked to HIV/AIDS primary health care services. Documentation of primary health care provider information and referrals shall be updated on an ongoing basis.”

11. Paragraph 12, STAFFING REQUIREMENTS AND QUALIFICATIONS, shall be replaced in its entirety to read as follows:

”12. STAFFING REQUIREMENTS AND QUALIFICATIONS: Mental health, psychotherapy providers shall possess the skills, experience, education, and licensing qualifications appropriate for the provision of HIV/AIDS mental health, psychotherapy services. Mental health providers shall be aware of and be able to practice under the legal and ethical obligations as set forth by California state law and their respective professional organizations. Additionally, mental health providers shall comply with existing laws regarding confidentiality, informed consent and client's rights, and shall conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers Providers of professional mental health psychotherapy services include licensed practitioners and unlicensed practitioners who practice under the supervision of a licensed mental health professional as mandated by the Statutes and Regulations (“regulations”) of the State of California Board of Behavioral Sciences (“BBS”).

A. Professional mental health providers are defined as follows:

(1) Licensed Mental Health Practitioners:

(a) Licensed Clinical Social Workers: Licensed Clinical Social Workers possess a Master's degree in social work and are licensed to provide psychotherapy services in California.

(b) Licensed Marriage and Family Therapists: Licensed Marriage and Family Therapists possess a Master's of degree in counseling, clinical psychology, and/or

psychotherapy and are licensed to provide psychotherapy services in California.

(c) Licensed Psychologists possess a Doctoral degree in psychology or education (Ph.D., Psy.D., and Ed.D.) and are licensed by the BBS to provide psychotherapy services.

(d) Licensed Professional Clinical Counselors who meet all requirements specified by the BBS.

(2) Unlicensed Mental Health Practitioners include:

(a) Marriage and Family Therapy Interns possess a master's or doctoral degree, are qualified to pursue professional licensure, and are registered with the BBS as an intern.

(b) Marriage and Family Therapy Trainees are currently enrolled in a BBS-approved master's or doctoral degree program designed to qualify him/her for licensure and who have completed the minimum BBS-required coursework.

(c) Social Work Interns are currently enrolled in an accredited master's or doctoral-level social work training program and provide psychotherapy services under the supervision of a licensed Clinical Supervisor.

(d) Social Work Associates possess a master's degree from an accredited social work program and are registered as Associates with the BBS.

(e) Psychological Assistants will possess a doctorate degree which will qualify him or her to pursue licensure as a psychologist pursuant to the California Business and Professional Code, Section 2914. The psychological assistant shall adhere to all requirements of the Board of Psychology and shall be supervised by a qualified Supervisor pursuant to those requirements.

(f) Unlicensed Mental Health Providers shall adhere to all BBS regulations and shall inform each client prior to performing any professional services that he or she is unlicensed and is under the supervision of a licensed professional.

B. Clinical Supervision for unlicensed practitioners shall meet State requirements. If mental health providers are unlicensed, they shall be clinically supervised by a licensed mental health practitioner in accordance with the licensing board of their respective professions. Graduate level students shall be clinically supervised by a licensed mental health practitioner in accordance with the requirements of their academic programs/institutions and to the degree that ensures appropriate practice.

Contractor shall immediately notify DHSP, in writing, if an appropriate licensed clinical supervisor is not available.

(1) Clinical Supervision shall include all of the following:

(a) Ensuring that the extent, kind and quality of clinical work performed by the associate, intern or trainee is consistent with the training and experience of the individual being supervised;

(b) Reviewing client records and monitoring and evaluating assessment and treatment decisions of the individual being supervised;

(c) Monitoring and evaluating the ability of the individual being supervised to provide services to the particular clientele being served; and

(d) Ensuring compliance with all laws and regulations governing the practice of psychotherapy as specified by the State of California and the BBS.

C. Contractor shall maintain documentation of staff qualifications within each personnel record. Documentation shall include the appropriate licensure, degree(s), professional status, student status and educational program, and resumé. Contractor shall ensure that unlicensed mental health providers receive supervision by a licensed mental health practitioner in accordance with state licensing requirements and/or academic programs/institutions. Documentation of supervision

shall be maintained within personnel records or within a separate supervision file/log.

D. All staff providing clinical supervision shall have previous training and experience utilizing appropriate mental health treatment modalities in practice.

E. All mental health practitioners shall participate in orientation and training prior to beginning treatment provision.

F. Licensed mental health practitioners are encouraged to seek consultation to address clinical, psychosocial, developmental, and programmatic issues, as needed.

G. All mental health practitioners should have training and experience with HIV/AIDS related issues and concerns. Contractor shall provide and/or allow access to ongoing staff development and training regarding HIV-related mental health issues. Mental health practitioners shall participate in continuing education and training on issues related to HIV and mental health at a minimum of eight (8) hours per year. Training topics shall include but not be limited to:

(1) HIV disease process and current medical treatments;

(2) Medication interactions between psychotropics and antiretrovirals;

(3) Psychosocial issues related to HIV/AIDS;

(4) Cultural issues related to communities affected by HIV/AIDS;

(5) Mental disorders related to HIV and/or other medical conditions;

(6) Mental disorders that can be induced by prescription and or other drug use;

(7) Adherence to medication regimes;

(8) Diagnosis and assessment of HIV-related mental health issues;

(9) HIV/AIDS legal and ethical issues;

(10) Knowledge of human sexuality, gender, and sexual orientation issues;

(11) Addiction theory, treatment, and practice (Including alcohol and other drugs; sexual; gambling, etc.).

H. Documentation of staff development and trainings shall be maintained within each personnel record, including but not limited to:

(1) Date, time, and location of the function;

(2) Function type;

(3) Name of the agency and staff members attending the function;

(4) Name of the sponsor or provider;

(5) Training outline, meeting agenda, and/or minutes.

I. Mental health practitioners and staff shall be aware of and be able to practice under the legal and ethical obligations as set forth by California state law and their respective professional organizations.

Mental health providers shall comply with existing laws regarding confidentiality, informed consent and client's rights, and shall conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers regarding ethical conduct, including:

(1) Duty to Treat: Practitioners have an ethical obligation not to refuse treatment because of fear or lack of knowledge about HIV;

(2) Confidentiality: Maintenance of confidentiality is a primary legal and ethical responsibility of the mental health practitioner. Limits of confidentiality include: danger to self or others, grave disability, child/elder abuse, and, in some cases, domestic violence;

(3) Duty to Warn: Serious threats of violence against a reasonably identifiable victim shall be reported.

Mental health practitioners are advised to seek legal advice when they are unsure about particular issues and the legal/ethical ramifications of their actions."

12. Paragraph 18, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such

transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County Department of Public Health, Division HIV and STD Programs, Office of the Medical Director."

13. Paragraph 20, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

14. Paragraph 21, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

15. Paragraph 22, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

16. Paragraph 20, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"20. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

17. Paragraph 21, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"21. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

18. Paragraph 22, HOURS OF OPERATION, shall be added to read as follows:

"22. HOURS OF OPERATION: Contractor is required to provide mental health services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

19. Paragraph 23, CULTURAL COMPETENCY, shall be re-designated to Paragraph 24.

20. Paragraph 23, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"23. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person’s past or present health condition.

D. Contractor shall ensure that its agency‘s policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency’s activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies.

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.”

SCHEDULE ____

_____

MENTAL HEALTH, PSYCHOTHERAPY SERVICES

	Budget Period March 1, 201_ through February 28, 201_
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost*	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site#____ of ___

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

_____

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6 What percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 201_ through February 28, 201_

Number of Mental Health Services - Psychotherapy Services Contract Goals and Objective by Service Delivery Site(s).

Please note: “No. of Clients” will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Individual Psychotherapy**		**Conjoint Psychotherapy**		**Group Psychotherapy**	
Service Unit	No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Clients	No. of Hours
Site # 1						
Site # 2						
Site # 3						
Site # 4						
Site # 5						
Site # 6						
Site # 7						
Site # 8						
Site # 9						
Site # 10						
TOTAL						

H-_____

EXHIBIT ___

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE, RESIDENTIAL REHABILITATION SERVICES

1. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, residential rehabilitation shall not exceed _____Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, residential rehabilitation shall not exceed _____Dollars ($_____).

2. Paragraph 4, COMPENSATION, shall be replaced in its entirety to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate as set forth on Schedules ___ and ___. Such rate includes reimbursement for all substance

abuse residential rehabilitation services. Furthermore, for substance abuse residential rehabilitation services, the number of units of service billable will be the number of days an individual occupied a bed (physically present in the facility overnight), including either the first day of admission or the day of discharge, but not both, unless entry and exit dates are the same.

The unit of service that contractor must use to track service is the number of unduplicated clients and number of service days delivered. A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives housing and meals.

Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Paragraph 5, LENGTH OF STAY, shall be replaced in its entirety to read as follows:

"5. LENGTH OF STAY: Based on the assessment of the client's need using the American Society of Addition Medicine Patient Placement Criteria, as measured through the use of the California Treatment/Recovery Placement Indicator Assessment form, a client may move from one intensity level of services to another. The length of stay in substance abuse residential rehabilitation is dependent upon the intensity level of the program offered.

A. High Level Intensity Program not to exceed eight (8) weeks or fifty-six (56) days.

B. Medium Level Intensity Program not to exceed twelve (12) weeks or eighty-four (84) days.

C. Low Level Intensity Program not to exceed sixteen (16) weeks or one hundred twelve (112) days.

An extension can be made as long as the client meets continuing stay criteria in accordance with the American Society of Addiction Medicine Patient Placement Criteria. All extensions require prior approval from Division of HIV and STD Programs (DHSP), Care Services Division Chief. Requests shall be submitted on the one (1) page DHSP Client Treatment Extension Request form with required supportive documentation and shall be submitted a minimum of five (5) working days prior to reaching maximum stay limitations.

At any point during treatment, the client may be transitioned to a lower or higher level of residential treatment, to outpatient treatment services, or to aftercare services depending on his or her individual need. The reason for this change in residential treatment shall be clearly documented within the client's assessment, treatment plan, and progress notes."

4. Paragraph 6, BED-HOLD POLICY, shall be replaced in its entirety to read as follows:

"6. BED-HOLD POLICY: DHSP will permit Contractor to hold a client's bed in medical emergencies or for therapeutic reasons, as long as this is clearly documented in the client's treatment plan and progress notes. DHSP will

reimburse for no more than two (2) one-night "bed-holds" per client per quarter under the following circumstances: (a) "bed-holds" cannot be carried over from one quarter for use in a future quarter; (b) DHSP cannot reimburse for a "bed hold" if the client does not return and continue to stay at the agency after the "bed-hold" occurs."

5. Paragraph 8, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

"8. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at:

_____.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation."

6. Paragraph 9, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"9. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS substance abuse, residential rehabilitation services to eligible clients in

accordance with Title 9, Division 4, Chapter 5 of the California Code of Regulations, procedures formulated and adopted by the Contractors staff. Services shall be consistent with State laws and regulations of the Los Angeles County Commission on HIV Substance Abuse Residential Standards of Care and the terms of this Agreement. The program must be licensed by the Department of Alcohol and Drug Programs as a Residential Alcoholism or Drug Abuse Treatment Facility. Additionally, Contractor shall provide such services as described within Exhibits ___-1 and ___-2, Scopes of Work, attached hereto and incorporated herein by reference.

A. Services to be provided shall include, but not be limited to:

(1) Providing services to hearing impaired clients either directly or by referral. Services provided to refer clients, shall not be reimbursed hereunder.

If Contractor chooses to provide services directly to hearing impaired clients, Contractor shall:

(a) Either arrange formally to participate in a TTY/TDD relay system, or acquire its own TTY/TDD unit;

(b) List its TTY/TDD numbers on its stationery, in its brochures, advertising, and telephone directory listings, and in the Statewide TDD directory which is circulated in the California hearing impaired community;

(c) If services are provided directly to hearing impaired clients hereunder, Contractor shall provide sign-

language interpreter services whenever necessary to enable such clients to participate in and benefit from substance abuse residential rehabilitation services.

B. Program Requirements: The program must ensure its ability to meet the needs of the client by meeting the following general requirements:

(1) For individuals in substance abuse residential rehabilitation programs, Contractor must:

(a) Provide a living environment with adequate heating, lighting, plumbing, hot and cold water, toiletries, laundry services and/ or on site, and bathing facilities;

(b) Provide an individual bed and fresh linens at least every four (4) days or as needed;

(c) Provide an accessible telephone in working order.

(2) For individuals in substance abuse residential rehabilitation programs who are HIV/AIDS infected, regular on-going transmission assessments shall be performed.

(3) For individuals in substance abuse residential rehabilitation programs who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education shall be provided. Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Behavior Change, which identifies six stages of personal change, including

precontemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al. maintains that individuals move through predictable stages of change as they endeavor to overcome problem behaviors.

(a) Providing a living environment with adequate heating, lighting, plumbing, hot and cold water, toiletries, laundry services and/ or on site, and bathing facilities;

(b) Providing an individual bed and fresh linens at least every four (4) days or as needed;

(c) Providing an accessible telephone in working order.

C. Intake: The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. When possible, client intake shall be completed in the first contact with the potential client. In addition, client intake shall include a medical history complete with CD4 count and viral load measurements, when available. If CD4 count and viral load measurements are not available at time of intake, staff shall attempt to produce them within thirty (30) days by searching the County' HIV data management system, communication with the client's medical provider or linking client to HIV primary medical care.

(1) Required Documentation: Programs must develop the following forms in accordance with State and local guidelines. Signed, dated and completed forms are required for each client and

shall be maintained in each client record: Release of Information (updated annually), Limits of Confidentiality, Consent to Receive Services, Client Rights and Responsibilities, and Client Grievance Procedures. Additionally, the client's record must include the client's HIV/AIDS diagnosis form, financial screening/proof of income, and verification of residency within Los Angeles County.

(2) Client Confidentiality: During the intake process and throughout HIV substance abuse residential rehabilitation service delivery, client confidentiality shall be strictly maintained and enforced. All programs shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines and regulations for confidentiality.

D. Assessment: Clients shall be assessed and their eligibility determined before being accepted for services. The person responsible for admissions must interview the prospective client and his/her authorized representative, if any, to document the following:

(1) For High Level Intensity Programs:

(a) Eligibility Determination: Persons eligible for substance abuse residential rehabilitation services must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of substance abuse or substance dependence and meet the following criteria:

(i) Withdrawal Potential - minimal risk of severe withdrawal;

(ii) Biomedical Conditions - none or stable; receiving concurrent medical monitoring for medical conditions;

(iii) Emotional/Behavioral Conditions - repeated inability to control impulses; requires structure to shape behavior;

(iv) Treatment Acceptance/Resistance - marked difficulty with or opposition to treatment with dangerous consequences if not engaged in treatment;

(v) Relapse Potential - high likelihood of relapse without close monitoring and support; and

(vi) Recovery Environment - environment is dangerous for recovery; client lacks skills to cope outside of a highly structured twenty-four (24)-hour setting.

(b) Assessment: Clients shall be assessed in order to obtain information required to recommend the most appropriate course of treatment. The assessment process shall include utilization of the Addiction Severity Index as a functional assessment and the American Society of Addiction Medicine Patient Placement Criteria as a level of

care assessment. Assessments shall include, but not be limited to:

(i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

(ii) Patterns of alcohol and other drug (AOD) use;

(iii) Impact of AOD abuse on major life areas such as relationships, family, employment record, and self-concept;

(iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

(v) Client HIV risk behavior and factors;

(vi) Current medical condition and relevant history, including emergency needs and specific information related to HIV medical care;

(vii) Mental health history and psychological test findings;

(viii) Educational and vocational background;

(ix) Suicide, health, or other crisis risk appraisal;

(x) Client motivation and readiness for treatment;

(xi) Client attitudes and behavior during assessment;

(xii) Purified Protein Derivative (PPD) Tuberculin Skin Test and/or chest x-ray as required by Los Angeles County guidelines;

(xiii) History of sexually transmitted diseases;

(xiv) Current HIV medications and possible illicit drug interaction;

(xv) Housing status;

(xvi) Legal issues, including domestic violence and child welfare issues; and

(xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination, and results of laboratory tests and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

(c) Client Education: Programs shall provide education to clients and their families on an ongoing basis to include HIV 101; HIV prevention; HIV risk reduction practices; harm reduction; addiction education; licit and illicit drug interactions, including HIV medications; medical complications of substance use; hepatitis and other sexually transmitted diseases; medication adherence and nutrition; important health and self-care practices; developing a healthy sexual life, covering topics such as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse; and information about referral agencies that are supportive of people living with HIV/AIDS [especially HIV support groups, twelve (12) step meetings and twelve (12) step alternatives].

(2) For Medium Level Intensity Programs:

(a) Eligibility Determination - Persons eligible for substance abuse residential rehabilitation services must have a DSM-IV diagnosis of substance abuse or substance dependence and exhibit the following:

(i) Withdrawal Potential - no severe withdrawal risk;

(ii) Biomedical Conditions - none or stable; client is receiving concurrent medical monitoring for any medical conditions;

(iii) Emotional/Behavioral Conditions - mild to moderate severity; needs structure to allow focus on recovery;

(iv) Treatment Acceptance/Resistance - little awareness; client needs interventions to engage and stay in treatment;

(v) Relapse Potential - likelihood of relapse without close monitoring and support; and

(vi) Recovery Environment - environment is dangerous for recovery; client needs twenty-four (24)-hour structure to learn to cope.

(b) Assessment: Clients shall be assessed in order to obtain information required to recommend the most

appropriate course of treatment. The assessment process shall include utilization of the Addiction Severity Index as a functional assessment and the American Society of Addiction Medicine Patient Placement Criteria as a level of care assessment. The medium level intensity residential rehabilitation program may also use California Treatment/Recovery Placement Indicator Assessment Form and complete a comprehensive assessment that includes:

(i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

(ii) Patterns of AOD use;

(iii) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

(iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

(v) Client HIV risk behaviors and factors;

(vi) Current medical condition and relevant history, including emergency needs and specific information related to HIV medical care;

(vii) Mental health history and psychological test findings;

(viii) Educational and vocational background;

(ix) Suicide, health, or other crisis risk appraisal;

(x) Client motivation and readiness for treatment;

(xi) Client attitudes and behavior during assessment;

(xii) PPD and/or chest x-ray as required by Los Angeles County guidelines;

(xiii) History of sexually transmitted diseases;

(xiv) Current HIV medications and possible illicit drug interactions;

(xv) Housing status;

(xvi) Legal issues, including domestic violence and child welfare issues; and

(xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall coordinate with the

client's medical care provider to ascertain information regarding medical history, results of a physical examination, and results of laboratory tests and follow up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

(c) Client Education: Programs will provide education to clients and their families on an ongoing basis to include HIV 101, HIV prevention, HIV risk reduction practices, harm reduction, addiction education, including IV drug use, licit and illicit drug interactions, including HIV medications, medical complications of substance use, hepatitis and other sexually transmitted diseases medication adherence and nutrition, important health and self-care practices, developing a healthy sexual life, covering topics such as stigma, safer sex, disclosure and issues of domestic

violence and sexual abuse and information about referral agencies that are supportive of people living with HIV/AIDS (especially HIV support groups, twelve (12)- step meetings and twelve (12)-step alternatives).

(3) For Low Level Intensity Programs:

(a) Eligibility Determination: Persons eligible for substance abuse residential rehabilitation services must have a DSM-IV diagnosis of substance dependence and exhibit the following:

(i) Withdrawal Potential - no withdrawal risk;

(ii) Biomedical Conditions - none or stable;

(iii) Emotional/Behavioral Conditions - none or minimal; not distracting to recovery;

(iv) Treatment Acceptance/Resistance - open to recovery, but needs structured environment to maintain therapeutic gains;

(v) Relapse Potential - likelihood of relapse without close monitoring and support; and

(vi) Recovery Environment - environment is dangerous but recovery achievable if structure is available.

(b) Assessment: Clients will be assessed in order to obtain information required to recommend the most

appropriate course of treatment. The assessment process shall include utilization of the Addiction Severity Index as a functional assessment and the American Society of Addiction Medicine Patient Placement Criteria as a level of care assessment. The low level intensity residential rehabilitation program may also use California Treatment/Recovery Placement Indicator Assessment Form and complete a comprehensive assessment that includes:

(i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

(ii) Patterns of AOD use;

(iii) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

(iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

(v) Client HIV risk behaviors and factors;

(vi) Current medical condition and relevant history, including emergency needs and specific information related to HIV medical care;

(vii) Mental health history and psychological test findings;

(viii) Educational and vocational background;

(ix) Suicide health, or other crisis risk appraisal;

(x) Client motivational and readiness for treatment;

(xi) Client attitudes and behavior during assessment;

(xii) PPD and/or chest x-ray as required by Los Angeles County guidelines;

(xiii) History of sexually transmitted diseases;

(xiv) Current HIV medications and possible illicit drug interactions;

(xv) Housing status;

(xvi) Legal issues, including domestic violence and child welfare issues; and

(xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall

coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination and results of laboratory tests and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

(c) Client Education: Programs will provide education to clients and their families on an ongoing basis to include HIV 101, HIV prevention, HIV risk reduction practices, harm reduction, addiction education, including IV drug use, licit and illicit drug interactions, including HIV medications, medical complications of substance use, hepatitis and other sexually transmitted diseases medication adherence and nutrition, important health and self-care practices, developing a healthy sexual life, covering topics such as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse and information about referral agencies that are supportive of people living with HIV and AIDS (especially HIV support groups, twelve (12)-step meetings and twelve (12)-step alternatives).

E. Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program. Clients shall be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS). If a client is suspected of having a contagious or infectious disease, the client shall be isolated and a physician shall be consulted to determine suitability of the client's retention in the program.

F. General Services: Regardless of intensity of the program, services will emphasize the intersection between HIV and substance abuse, with special focus given to the psychosocial aspects of living with HIV and HIV prevention. Whenever possible, clients shall be provided gender and/or sexual identity-specific services or be referred to appropriate provider who provides such services. The program shall actively engage clients in treatment with an emphasis on:

(1) Interventions, activities or service elements uniquely designed to alleviate or preclude alcohol and/ or other drug problems in the individual, their family, and/or the community;

(2) The goals of physical health and well-being, practical life skills, including the ability to self-supporting, improved personal functioning, and effective coping with life problems (special emphasis will be given to HIV information and care);

(3) Social functioning, including improved relationships with partners, peers and family, socially acceptable ethics, and enhanced communication and interpersonal relationship skills;

(4) Improving the individual's self-image, esteem, confidence, insight, understanding, and awareness;

(5) Additional life skills such as communication, finance management, job training, hygiene, training in leisure skills, homemaking and parenting skills (including permanency planning and other HIV custodial care issues), stress, relaxation, and anger management, physical fitness, and field trips.

The program must ensure that, to the maximum extent possible, the program staff provides information regarding community resources and their utilization. The program must maintain and make available to residents a current list of resources within the community that offer services that are not provided within the program. At a minimum, the list of resources includes medical, dental, mental health, public health, and social services, and where to apply for the determination of eligibility for State, Federal, or County entitlement programs. Referrals shall be made to these outside resources, as appropriate. Each program, regardless of intensity level at which it is licensed, must provide services including counseling sessions to clients, as reflected in the client's treatment/recovery plan.

In additional to general service requirements, specific service requirements include:

G. Specific Requirements in addition to the General Service Requirements:

(1) High Level Intensity Programs:

(a) A minimum of eighty (80) hours of services per week shall be provided;

(b) A minimum of five (5) ninety (90) minute group sessions per week shall be provided. These groups will consist of group therapy or group process sessions facilitated or supervised by a licensed master's level mental health clinician at a minimum;

(c) A minimum of one (1) fifty (50)-minute individual session per week shall be provided;

(d) A minimum of three (3) educational sessions per week shall be provided.

(2) Medium Level Intensity Programs:

(a) A minimum of forty (40) hours of services per week shall be provided;

(b) A minimum of three (3) ninety (90)-minute group sessions per week shall be provided. These groups will consist of group therapy or group process sessions

facilitated or supervised by a licensed master's level mental health clinician at a minimum;

(c) A minimum of one (1) fifty (50)-minute individual session per week shall be provided; and

(d) A minimum of one (1) educational session per week including a discharge planning group and transition group shall be provided.

(3) Low Level Intensity Programs:

(a) A minimum of twenty (20) hours of services per week shall be provided;

(b) A minimum one (1) ninety (90)-minute group session per week must be provided;

(c) A minimum of one (1) fifty (50)-minute individual session per week shall be provided; and

(d) A minimum of one (1) educational session per week including a discharge planning group and transition group shall be provided.

H. Treatment Plan: A collaborative treatment plan must be developed for all clients based upon the initial assessment. This treatment plan shall serve as the framework for the type and duration of services provided during the client's stay in the program and shall include the plan review and reevaluation schedule. Treatment plans will address necessary gender and/or sexual identity-specific services based on

individual client need. Such services will be provided either on site or by linked referral. The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan shall also document mechanisms to offer or refer clients with HIV/AIDS to primary medical services, case management and other supportive services.

(1) High Level Intensity Programs - The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor must develop a treatment plan for each client with collaboration from the client. Treatment plan requirements include:

(a) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(b) Within ten (10) days from the date of admission, the counselor must develop a comprehensive treatment plan with long and short-term goals for the continuing treatment needs of each client;

(c) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem areas identified;

(d) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in

order to attain the recovery goal, and must reflect the client's changing needs;

(e) Treatment plan goals and objectives must be broken down into manageable, measurable units;

(f) The treatment plan must be reviewed and re-evaluated twenty-eight (28) days after development and every thirty (30) days thereafter or more often, if needed, as the client completes each phase of treatment;

(g) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the counselor who developed or re-evaluated it and the client.

(2) Medium Level Intensity Programs: The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor must develop a treatment plan for each client with collaboration from the client. Treatment plan requirements include:

(a) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(b) Within fourteen (14) days from the date of admission, the counselor must develop a comprehensive

treatment plan with long-and short-term goals for the continuing treatment needs of each client;

(c) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem areas identified;

(d) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the recovery goal, and must reflect the client's changing needs;

(e) Treatment plan goals and objectives must be broken down into manageable, measurable units;

(f) The treatment plan must be reviewed and re-evaluated thirty (30) days after development and every thirty (30) days thereafter or more often, if needed, as the client completes each phase of treatment;

(g) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the counselor who developed or re-evaluated it and the client.

(3) Low Level Intensity Programs: The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor must develop a treatment plan for each

client with collaboration from the client. Treatment plan requirements include:

(a) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(b) Within twenty (20) days from the date of admission, the counselor must develop a comprehensive treatment plan with long and short-term goals for the continuing treatment needs of each client;

(c) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem area identified;

(d) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the recovery goal, and must reflect the client's changing needs;

(e) Treatment plan goals and objectives must be broken down into manageable, measurable units;

(f) The treatment plan must be reviewed and re-evaluated thirty (30) days after development and every sixty (60) days thereafter or more often, if needed, as the client completes each phase of treatment;

(g) Each time the treatment plan is developed, reviewed or re-evaluated, it must be signed and dated by the counselor who developed or re-evaluated it and the client.

I. Referral Services: Programs providing all levels of intensity of substance abuse residential rehabilitation services will demonstrate active collaboration with other agencies to provide referral to the full spectrum of HIV-related services. Formal relationships with mental health providers are especially important for assistance in crisis management or psychiatric emergencies. In addition to primary medical services and case management, the program must be linked to a continuum of HIV/AIDS care and services and must link and/or refer clients to these service options, including, but not limited to, mental health treatment, medical care, treatment advocacy, peer support, vocational training, education, treatment education, dental, legal and financial services. Referrals for services shall be made at any point at which the needs of the client cannot be met by the program within its established range of services. Programs will make available to clients information about public health, social services and where to apply for State, federal and/or County entitlement programs. In addition:

(1) If during intake it is determined that the needs of the client cannot be met by the program within the program's range of services, then a referral must be made to an alternate provider or venue of services; and

(2) If after admission observation or assessment reveals needs which might require a change in the existing level of service or possible discharge, referral, or transfer to another type of program, the program staff must consult with the appropriate specialist(s), as necessary, to assist in determining if such can be met by the program within the program's range of services or if a referral and transfer is required.

J. Support Services and Discharge Planning: Support services that are to be provided or coordinated must include, but not be limited to:

(1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) Health-related services (e.g., medical care, medication management, adherence, etc.);

(3) HIV transmission risk assessment and prevention counseling;

(4) Social services;

(5) Recreational activities;

(6) Meals;

(7) Housekeeping and laundry;

(8) Transportation; and/or

(9) Housing.

Discharge planning will include collaboration with clients who have successfully completed residential rehabilitation to develop a written aftercare plan that includes specific substance abuse treatment recommendations utilizing various modalities and approaches, as well as referrals to appropriate services. Clients shall receive a copy of the plan, including active referrals to appropriate services. Clients shall leave knowing they are welcome to contact the program at any time. Programs shall develop mechanisms to ensure that they maintain contact with clients post-discharge.

Aftercare services provide a safety net for clients who are new to recovery while rebuilding their lives and living with HIV. Ideally, transitional or aftercare services shall be provided by a program counselor involved with the client's discharge planning and prior treatment. Services are in the form of individual or group counseling and range from three (3) to twelve (12) months depending on client need. Sessions can address such issues as: substance abuse and HIV/AIDS information; relapse prevention; personal budgeting; program sponsor work; re-establishing support groups; exploring and supporting sexual identification and behavior; maintaining sobriety and medication adherence.

9. Paragraph 10, CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS, shall be replaced in its entirety to read as follows:

"10. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. Subcontractor/consultant agreements shall be submitted to DHSP for approval sixty (60) days prior to commencing services."

10. The second paragraph of Paragraph 14, STAFFING REQUIREMENTS, shall be amended to read as follows:

"14. STAFFING REQUIREMENTS:

A minimum of thirty percent (30%) of program staff providing counseling services in each alcohol or other drug program shall be certified pursuant to the requirements of California Code of Regulation, Title 9, Division 4, Chapter 8, Sections 13010 & 13035(f). The Substance Abuse, Residential Rehabilitation program must have the following staff:"

11. Paragraph 19, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written

agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to Los Angeles County Department of Public Health, Division HIV and STD Programs, Office of the Medical Director."

12. Paragraph 21, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

13. Paragraph 22, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

14. Paragraph 23, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

15. Paragraph 21, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"21. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the

Division HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

24. Paragraph 22, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"22. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

25. Paragraph 23, HOURS OF OPERATION, shall be added to read as follows:

"23. HOURS OF OPERATION: Contractor is required to provide substance abuse, residential rehabilitation services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

26. Paragraph 24, CULTURAL COMPETENCY, shall be re-designated to Paragraph 26.

27. Paragraph 24, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"24. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA) or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those

classified as uninsured, thus are exempt as veterans from “payor of last resort” requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance."

18. Paragraph 25, CLIENT ELIGIBILITY, shall be added to read as follows:

"25. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A.Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for substance abuse, residential rehabilitation services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.”

SCHEDULE ___

_____

HIV/AIDS SUBSTANCE ABUSE, RESIDENTIAL REHABILITATION SERVICES

Budget Period
March 1, 201_
through
February 28, 201_

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: High Level Intensity		$0	$0
Service: Medium Level Intensity		$0	$0
Service: Low Level Intensity		$0	$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			$0
MAXIMUM MONTHLY PAYMENT			$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of ___

1. Agency Name: _____
2. Executive Director: _____
3. Address of Service Delivery Site: _____

   _____ California

4. In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5. In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6. What percentage of your allocation is designated to this site? 0%
7. What is the total bed capacity for this site? 0
8. How many of these beds are paid for under this contract? 0

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2*

March 1, 201_ through February 28, 201_

Number of Substance Abuse, Residential Rehabilitation (Resident Days) Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Clients	Resident Days
Site	No. of Clients	No. of Days
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

* Figures are based on a 12-month period.

EXHIBIT ___

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE, RESIDENTIAL DETOXIFICATION SERVICES

1. The second paragraph of Paragraph 1, DESCRIPTION, shall be amended to read as follows:

"1. DESCRIPTION:

HIV/AIDS substance abuse residential detoxification services medically assist an adult person suffering from chemical dependency in the process of physiological removal of the noxious or intoxicating chemicals on which he or she is dependent. These services shall be provided within a facility licensed and approved by the State of California Department of Health Services as a Chemical Dependency Recovery Hospital, in accordance with California Code of Regulations Title9, Division 4, Chapter 5 and federal and State standards for such facilities."

2. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, residential detoxification services

shall not exceed _____Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, residential detoxification services shall not exceed _____Dollars ($_____)."

3. The first paragraph of Paragraph 4, COMPENSATION, shall be revised to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth on Schedules __ and __, and the BILLING AND PAYMENT Paragraph of the Agreement. Such rate includes reimbursement for all substance abuse residential detoxification services."

4. Paragraph 6, BED-HOLD POLICY, shall be replaced in its entirety to read as follows:

"6. BED-HOLD POLICY: DHSP will permit Contractor to hold a client's bed in medical emergencies or for therapeutic reasons, as long as this is clearly documented in the client's treatment plan and progress notes. DHSP will reimburse for no more than two (2) one-night "bed-holds" per client per quarter under the following circumstances:

A. "Bed-holds" cannot be carried over from one quarter for use in a future quarter;

B. DHSP cannot reimburse for a "bed-hold" if the client does not return and continue to stay at the agency after the "bed-hold" occurs."

5. The first paragraph of Paragraph 8, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

"8. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: _____, _____, California _____, utilizing ____ (__) beds and _____, _____, California ____, utilizing ____ (__) beds."

6. Paragraph 9, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"9. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide HIV/AIDS substance abuse, residential detoxification services to eligible clients in accordance with California Code of Regulations Title 9, Division 4, Chapter 5. Services shall be provided in accordance with procedures formulated and adopted by Contractor's staff. Services shall be consistent with laws and regulations of the Los Angeles County Commission on HIV's Substance Abuse Treatment Standards of Care, and the terms of this agreement. The program must be licensed by California Department of Alcohol and Drug Programs. Additionally, Contractor shall provide

such services as described within Exhibits __-1 and ___-2, Scopes of Work, attached hereto and incorporated herein by reference.

A. Services to be provided to hearing impaired clients shall include, but not be limited to:

(1) Provision of services to hearing impaired clients either directly or by referral. Services provided to referred clients shall not be reimbursed hereunder.

(2) If contractor chooses to provide services directly to hearing impaired clients, Contractor shall:

(a) Either arrange formally to participate in a TTY/TDD relay system, or acquire its own TTY/TDD unit;

(b) List its TTY/TDD numbers on its stationery, in its brochures, advertising, and telephone directory listings, and in the Statewide TDD directory which is circulated in the California hearing impaired community;

(c) If services are provided directly to hearing impaired clients hereunder, Contractor shall provide sign-language interpreter services whenever necessary to enable such clients to participate in and benefit from substance abuse treatment services.

B. Services: Substance abuse, residential detoxification services will emphasize the intersection between HIV and substance abuse, with

special focus given to the psychosocial aspects of living with HIV and HIV prevention. Contractor shall provide clients gender and/or sexual identity-specific services or be referred to appropriate providers who provide such services. Substance abuse , residential detoxification services shall include, but not be limited to:

(1) Initial Screening;

(2) Client Assessment;

(3) Client Intake;

(4) Treatment Plan;

(5) Provision of medication prescribed by a medical professional within client scope of practice to lessen the effects of withdrawal;

C. Treatment Services:

(1) Crisis intervention;

(2) Individual counseling;

(3) Couples counseling;

(4) Group counseling;

(5) Family counseling.

(6) Education;

(7) Support Groups;

D. Treatment Linkages:

(1) Treatment advocate/educator;

(2) Medical provider;

(3) Case management;

(4) Nutrition.

E. Program Requirements: The program must ensure its ability to meet the needs of adult clients by meeting the following general requirements:

Contractor shall ensure throughout substance abuse, residential detoxification service delivery, client confidentiality shall be maintained and enforced. All programs will follow HIPAA guidelines and regulations for confidentiality. As needed Release of Information forms will be gathered. These forms detail the specific person/s or agencies to or from whom information will be released as well as the specific kind of information to be released. New forms must be added for individuals not listed on the most current Release of Information.

F. Required Forms: Contractor shall develop the following forms in accordance with State and local guidelines. These forms are required and shall be completed for each client:

(1) Release of Information must be updated annually. New forms must be added for those individuals not listed on the existing Release of information (Specification should be made about what type of information can be released);

(2) Limits of Confidentiality;

(3) Consent to Receive Services;

(4) Client Rights and Responsibilities;

(5) Client Grievance Procedures.

Additionally, client files must include the following documentation for eligibility:

(a) Proof of HIV diagnosis;

(b) Proof of income;

(c) Proof of residency in Los Angeles County

(6) Residential detoxification services are appropriate for individuals that, after assessment, are identified as requiring medical management or medical monitoring for the management of withdrawal, and require this level of service to complete detoxification and enter into continued treatment.

(7) When a program admits an individual solely for detoxification services, the program must ensure that:

(a) The health questionnaire is completed as soon as possible within the first thirty-six (36) hours of admission;

(b) The admission agreement is completed and signed within thirty-six (36) hours of admission;

(c) If the client leaves prior to the completion of a health questionnaire and/or before the admission agreement

is signed, a notation will be made in the client record as to why it was not signed;

(d) Each individual should be observed and physically checked for life signs at least every thirty (30) minutes during the first twelve (12) hours following admission by a staff and/or a volunteer. The observation and physical checks should continue beyond the initial twelve (12) hour period for as long as the withdrawal signs and symptoms warrant. Documentation of the information that supports a decrease in observation and physical checks must be recorded in the client's record by a staff and/or a volunteer. The observation cannot be accomplished by use of another client.

(8) For individuals who are HIV/AIDS infected, a transmission assessment should be performed prior to discharge

(9) For individuals who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education should be provided. Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Behavior Change, which identifies six (6) stages of personal change, including precontemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al. maintains that

individuals move through predictable stages of change as they endeavor to overcome problem behavior."

G. Intake and Assessment: Prior to accepting a client, the person responsible for admissions must interview the prospective client and his/her authorized representative, if any, to document the following:

(1) Eligibility Determination: Persons eligible for services must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of substance dependence and meet the following criteria:

(a) Withdrawal Potential - severe withdrawal risk;

(b) Biomedical Conditions - requires medical monitoring;

(c) Emotional/Behavioral Conditions - at least moderate severity needing twenty-four (24) hour structured setting;

(d) Treatment Acceptance/Resistance -resistance high despite negative consequences and needs intensive motivating strategies in a twenty-four (24) hour structure;

(e) Relapse Potential - unable to control use and needs twenty-four (24) hour structure;

(f) Recovery Environment - environment dangerous for recovery necessitating removal from the environment; logistical impediments to outpatient treatment.

(2) Intake: Client intake is required for all potential clients who request or are referred to HIV substance abuse, residential detoxification services. The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. In addition, client intake shall include a medical history complete with CD4 count and viral load measurements. However, if CD4 and viral load measurements are not available at the time of intake, contractor shall access the County's HIV data management system, communicate with the client's medical provider or link client to HIV primary medical care.

(3) Assessment: Clients will be assessed in order to obtain information required to recommend the most appropriate course of treatment. The assessment process should include utilization of the Addiction Severity Index (ASI). The client may not be in a physical, mental and emotional state to participate in the assessment using the ASI until well into his/her detoxification program. The assessment process should include a broad variety of components that will yield an evaluation of the client that is as comprehensive and holistic as possible. The assessment should

provide the information required to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:

(a) The history of previous withdrawals, including a history of delirium tremens, seizures, or convulsions;

(b) Archival data on the client, including, but not be limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments, treatment records, and detoxification episodes;

(c) Patterns of alcohol and other drug (AOD) use;

(d) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

(e) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

(f) Client HIV risk behaviors and factors;

(g) Current medical condition and relevant history, including emergency needs;

(h) PPD and/or chest x-ray as required by Los Angeles County guidelines;

(i) History of sexually transmitted diseases;

(j) Current HIV medications and possible illicit drug interactions;

(k) Mental health history and psychological testing (when available);

(l) Housing status;

(m) Legal issues, including domestic violence and child welfare issues;

(n) Educational and vocational background;

(o) Suicide, health, or other crisis risk appraisal;

(p) Client motivation and readiness for treatment;

(q) Client attitudes and behavior during assessment.

(4) In addition, the assessment should include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor should coordinate with the client's medical care provider to ascertain information regarding:

(a) Medical history;

(b) Results of a physical examination;

(c) Results of laboratory tests and follow-up required.

H. In the event the client does not have a medical care provider, immediate referral to a medical care provider should be made and a priority treatment plan item should be developed for the client to seek and comply with medical care.

(1) Observation: Any patient admitted to a substance abuse residential detoxification program should be observed and physically checked for life signs at least every thirty (30) minutes during the first twelve (12) hours following admission by staff or volunteers (a patient may not fulfill this responsibility). Such observation and physical checks should continue beyond the initial twelve (12)-hour period for as long as withdrawal signs and symptoms warrant. Documentation of information that supports a decrease in observation and physical checks must be recorded in the patient record.

(2) Treatment Plan: A treatment plan must be developed for all clients based upon the initial assessment. This treatment plan should serve as the framework for type and duration of services provided during the client's stay in the program and should include the plan review and re-evaluation schedule. The program staff should regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan should also document mechanisms to offer or refer clients with HIV/AIDS to primary medical services and case management services. A counselor must develop a treatment plan for each client with collaboration from the client if the client is able to participate. Treatment plan requirements include:

(a) An interim treatment plan, which identifies the client's immediate treatment needs, must be developed within twenty-four (24) hours from the date of admission;

(b) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem areas identified;

(c) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the detoxification goal, and must reflect the client's changing needs;

(d) Treatment plan goals and objectives must be broken down into manageable, measurable units;

(e) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the counselor who developed or re-evaluated it and the client;

(f) The treatment plan must demonstrate how the resident or participant will be transitioned from detoxification to community support services

(3) Client Education: Client and family education is a continuous process that includes prevention, risk reduction practices, harm reduction, licit and illicit drug interactions, medical

complications of substance use, hepatitis, important health and self-care practices, and information about referral agencies that are supportive of people living with HIV and AIDS. The client must sign an admission agreement authorizing treatment within seven (7) days of admission and prior to discharge

(4) Counseling Services: Programs will make available counseling services for the clients. The selection, frequency and intensity of these services will be determined collaboratively between the counselor and client, identified and agreed upon in the initial assessment and treatment plan, but no less than once every three days for a minimum of 15 minutes per session. Counseling services shall include:

(a) Crisis Intervention assesses immediate risk, precipitating factors and provides short term solution-oriented approach to identified problem;

(b) Individual Counseling or Psychotherapy one on one approach to explore substance abuse issues, including co-existing mental health concerns, loss and grief, cross addictions, and relapse prevention;

(c) Family Counseling - explores the effect of substance abuse on the family system and addresses such issues as parenting as an HIV positive person, permanency

planning and other HIV related custodial care issues, co-dependency, roles, conflict resolution, etc;

(d) Group Counseling - consisting from four (4) to ten (10) participants and covering the interplay between substance abuse and HIV, risk behaviors, sexual identity, relapse, etc;

(e) Support Groups - either peer or professionally led, providing an environment of support for individuals in recovery.

Clients should be referred to a psychiatrist who specializes in addiction medicine whenever possible if there is need for further evaluation and/or treatment with psychotropic medications.

(5) Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program. Clients should be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS). If a client is suspected of having a contagious or infectious disease, the client should be isolated and a physician

should be consulted to determine suitability of the client's retention in the program.

I. Referral Services: In addition to primary medical services and case management, the program must be linked to a continuum of HIV/AIDS care and services and must link and/or refer clients to these service options, including, but not limited to:

(1) Mental health;

(2) Medical care;

(3) Legal;

(4) Financial services.

(5) Referrals for services should be made at any point at which the needs of the client cannot be met by the program within its established range of services. In addition:

(a) If during intake it is determined that the needs of the client cannot be met by the program within the program's range of services, then a referral must be made to an alternate provider or venue of services; and

(b) If after admission, observation, or assessment reveals needs which might require a change in the existing level of service or possible discharge, referral, or transfer to another type of program, the program staff must consult with the appropriate specialist(s), as necessary, to assist in

determining if such can be met by the program within the program's range of services or if a referral and transfer is required

J. Support Services and Discharge Planning: Support services that are to be provided or coordinated must include, but not be limited to:

(1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) Health-related services (e.g., medication management services);

(3) Transmission risk assessment and prevention counseling;

(4) Social services;

(5) Recreational activities;

(6) Meals;

(7) Housekeeping and laundry;

(8) Transportation;

(9) Housing.

Discharge planning should include a written aftercare plan that includes specific substance abuse treatment recommendations utilizing different modalities and approaches. Clients should be offered the opportunity to participate in the aftercare planning

process and should receive a copy of the plan, including active referrals to appropriate services. Clients should leave knowing they are welcome to contact the program at any time. Programs should maintain contact with clients post-discharge.

G. During each period of this Agreement, Contractor shall provide:

(1) Physical examination and history within twenty-four (24) hours of admission including drug screening (urinalysis). Contractor shall observe each client's emission of the urine collected to protect against the falsification and/or contamination of the urine sample.

(2) Obtaining upon admission, and maintaining annually thereafter, written certification from a physician or other duly authorized health care professional that each resident is free from infectious tuberculosis.

(3) Physician in charge of client shall be available (on call) twenty-four (24) hours a day, seven (7) days a week.

(4) Physician shall visit each client at least every forty-eight (48) hours;

(5) Progress notes shall be recorded at least three times per day.

(6) Employing appropriate standards of medical practice, the attending physician may require diagnostic testing and

prescribe needed medications. This program is not an acute medical program or facility. The physician shall not accept for detoxification at the facility any person requiring intensive diagnostic or treatment services. Referral of such persons to appropriate acute medical facilities shall be arranged by Contractor.

7. Paragraph 10, CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS, shall be replaced in its entirety to read as follows:

"10. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. Subcontractor/consultant agreements shall be submitted to

8. The first paragraph of Paragraph 14, STAFFING REQUIREMENTS, and Subparagraph A, shall be amended to read as follows:

"14. STAFFING REQUIREMENTS: All new staff must receive four (4) hours of HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4)

hours each year thereafter. A minimum of thirty percent (30%) of program staff providing counseling services in each alcohol or other drug program shall be certified pursuant to the requirements of California Code of Regulations, Title 9, Division 4, Chapter 8, Sections 13010 & 13035(f).

A. Direct Care Staff: The program will ensure that all direct services to clients are provided by staff trained in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. All non-licensed or non-certified individuals providing counseling services in an AOD program shall be registered to obtain certification as an AOD counselor by one of the certifying organizations within six (6) months of the counselor's date of hire. Direct Care Staff shall include:"

9. Paragraph 19, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written

agreement(s) shall be sent to Los Angeles County Department of Public Health, Division HIV and STD Programs, Office of the Medical Director."

10. Paragraph 21, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

11. Paragraph 22, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

12. Paragraph 23, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

13. Paragraph 22, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"22. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by

Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

14. Paragraph 23, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"23. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

15. Paragraph 24, CULTURAL COMPETENCY, shall be re-designated to Paragraph 27.

16. Paragraph 24, HOURS OF OPERATION, shall be added to read as follows:

"24. HOURS OF OPERATION: Contractor is required to provide substance abuse, residential detoxification services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day;

Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

17. Paragraph 25, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"25. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance."

18. Paragraph 26, CLIENT ELIGIBILITY, shall be added to read as follows:

"26. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for substance abuse, residential detoxification services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

SCHEDULE ___

_____

HIV/AIDS SUBSTANCE ABUSE, RESIDENTIAL DETOXIFICATION SERVICES

Budget Period
March 1, 2012
through
February 28, 2013

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Residential Days			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			
MAXIMUM MONTHLY PAYMENT			

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of ___

1. Agency Name: _____
2. Executive Director: _____
3. Address of Service Delivery Site: _____

   _____ California

4. In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5. In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6. What percentage of your allocation is designated to this site? ___%
7. What is the total bed capacity for this site? __
8. How many of these beds are paid for under this contract? __

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2*

March 1, 2012 through February 28, 2013

Enter number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	**Residential Days**	
Site	No of Clients	No. of Days
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

EXHIBIT ___

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES**

1. The first paragraph of Paragraph 1, DESCRIPTION, shall be amended to read as follows:

"1. DESCRIPTION: HIV/AIDS substance abuse, transitional housing services provides interim housing with supportive services for up to one hundred twenty (120) days that are exclusively designated and targeted for recently homeless persons living with HIV/AIDS in various stages of recovery from substance abuse. The purpose of the service is to facilitate continued recovery from substance abuse and movement toward more traditional, permanent housing through assessment of the individual's needs, counseling and case management."

2. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, transitional housing services shall not exceed _____Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, transitional housing services shall not exceed _____Dollars ($_____)."

3. The first paragraph of Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ___ and ___**,** and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

4. Paragraph 5, LENGTH OF STAY, shall be amended to read as follows:

"5. LENGTH OF STAY: HIV/AIDS substance abuse, transitional housing services shall not exceed one hundred twenty (120) days per client, within a twelve (12) month period. Any extensions require prior approval from the Division of HIV and STD Programs, Care Services Division Chief. Requests shall be submitted on the one (1) page DHSP Client Treatment Extension Request form with required supportive documentation and shall be submitted within a minimum of five (5) working days prior to reaching the maximum stay limitations."

5. Paragraph 6, BED-HOLD POLICY, shall be replaced in its entirety to read as follows:

"6. BED-HOLD POLICY: DHSP will permit Contractor to hold a client's bed in medical emergencies or for therapeutic reasons, as long as it is clearly documented in the client's treatment plan and progress notes. DHSP will reimburse for no more than two (2) one-night "bed-holds" per client per quarter. "Bed-holds" cannot be carried over from one quarter for use in a future quarter. DHSP will not reimburse for a "bed-hold" if the client does not return and continue to stay at the agency after the "bed-hold" occurs."

6. The first paragraph of Paragraph 8, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

"8. SERVICE DELIVERY SITE(S): Contractor's facility(ies) is where services are to be provided hereunder is located at:

_____, California _____, utilizing ___ beds and _____, California _____, utilizing ___ beds."

7. Paragraph 9, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"9. SERVICES TO BE PROVIDED: During each contractual period of this Agreement, Contractor shall provide HIV/AIDS substance abuse, transitional housing services to eligible homeless persons in accordance with procedures formulated and adopted by Contractor's staff. Services shall be consistent with the State, local and the Los Angeles County Commission on HIV Substance Abuse Residential Standards of Care and the terms of this Agreement.

Additionally, Contractor shall provide such services as described within Exhibits ___-1 and ___-2, Scopes of Work, attached hereto and incorporated herein by reference. Services to be provided shall include, but not be limited to the following:

A. For licensed programs operating an adult residential facility, a community care facility, a transitional housing facility, or a congregate living facility which offer substance abuse, transitional housing, general program requirements are established in standards describing the licensed service. For substance abuse, transitional housing services which are not licensed, requirements include:

(1) Each program shall maintain and have on file a current, written, definitive plan of operation. This shall include but not limited to

(a) The admission policies and procedures regarding acceptance of clients;

(b) A copy of the admission agreement staffing plan, including qualifications and duties;

(c) A plan for in-service education of staff;

(2) Assist with transportation arrangements for clients who do not have independent arrangements;

(3) Provide ample opportunities for family participation in activities in the facility;

(4) If the program intends to admit and/or specialize in care for one or more clients who have a propensity for behaviors that can result in harm to self or others, the plan of operation will include a description of precautions that will be taken to protect the client and all other clients.

B. The program must ensure its ability to meet the needs of the client by meeting the following general requirements:

(1) For individuals in substance abuse, transitional housing programs who are living with HIV/AIDS, regular on-going transmission assessments shall be performed;

(2) For individuals in substance abuse, transitional housing programs who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education shall be provided.

(3) Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Behavior Change, which identifies six stages of personal change, including precontemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al. maintains that individuals move through predictable stages of change as they attempt to overcome problem behaviors.

C. Intake: Client intake is required during the first contact for all potential clients who request and/or who are referred to substance abuse, transitional housing services. The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. In addition, client intake for transitional housing services shall include a medical history complete with CD4 count and viral load measurements. However, if CD4 and viral load measurements are not available at the time of intake, Contractor shall access the County's HIV data management system and communicate with the client's medical provider linking client to HIV primary medical care. Contractor shall ensure throughout service delivery that client confidentiality is maintained and enforced according to Health Insurance Portability and Accountability Act (HIPAA) guidelines and regulations. As needed, Release of Information forms will be gathered. These forms detail the specific person/s or agencies to or from whom information will be released as well as the specific kind of information. New forms must be added for individuals not listed on the most current Release of Information form.

(1) Required Forms: Contractor shall develop the following forms in accordance with State and local guidelines. These forms are required and shall be completed for each client:

(a) Release of Information must be updated annually. New forms must be added for those individuals not listed on the existing Release of Information. (Specification should be made about what type of information can be released).

(b) Limits of confidentiality;

(c) Consent to receive services;

(d) Client rights and responsibilities;

(e) Client grievance procedures;

(f) Progress Notes (at a minimum of once a week in conjunction with or in addition to documentation of weekly group attendance);

Additionally, client files must include the following documentation for eligibility:

(a) Proof of HIV diagnosis;

(b) Financial Screening/Proof of income;

(c) Proof of residency in Los Angeles County.

Clients shall sign a HIPAA compliant release of information form in order for the program to coordinate with the client's medical provider to obtain information including, medical history, results of physical examinations and result of lab tests. Those clients without medical care providers will be referred to a medical provider as soon as possible.

Seeking and complying with medical care will be a treatment plan priority for those clients without a medical provider.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

(2) Services shall emphasize the intersection between HIV/AIDS and substance abuse, with special focus given to the psychosocial aspects of People Living With HIV/AIDS (PLWHA) and HIV prevention. Additionally, client shall be provided with gender and/or sexual identity-specific services or shall be referred to providers who provide such services. The residential component of each substance abuse - transitional housing program shall include but not be limited to:

(a) Providing lodging in a facility that is clean, safe, comfortable, and alcohol and drug free;

(b) Making available facility(ies) where residents can prepare, have delivered, or be referred for at least two (2) balanced meals per day (referrals to missions or soup kitchens are not acceptable alternatives);

(c) Providing a living environment with adequate heating, lighting, plumbing, hot and cold water, toiletries, laundry services and/ or on site, and bathing facilities;

(d) Providing an individual bed and fresh linens at least every four (4) days or as needed;

(e) Providing an accessible telephone in working order.

(3) Prior to accepting a client into a substance abuse transitional housing program, the prospective client and his/her authorized representative must be interviewed with documentation of the following:

(a) Eligibility Determination: Persons eligible for substance abuse transitional housing must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of substance dependence or have recently completed (within six weeks) a substance abuse treatment program. The person must be in need of interim housing services;

(b) Assessment: The assessment process shall include utilization of the Addiction Severity Index and shall include a broad variety of components that will yield a comprehensive and holistic evaluation of the client. The assessment shall provide necessary information to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:

1) Archival data on the client, including but not be limited to; prior contacts and arrests with the criminal justice system, as well as previous assessments and treatment records;

2) Patterns of alcohol and other drug (AOD) use;

3) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

4) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

5) Client HIV risk behaviors and factors;

6) Available health and medical findings, including emergency medical needs;

7) Psychological test findings;

8) Educational and vocational background;

9) Suicide, health, or other crisis risk appraisal;

10) Client motivation and readiness for treatment;

11) Client attitudes and behavior during assessment.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination, and results of laboratory tests, and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

(4) Client Education: Client and family education is a continuous process that includes prevention, HIV 101, HIV prevention, HIV risk reduction practices, harm reduction, addiction education including IV drug use, licit and illicit drug interactions including HIV medications, medical complications of substance use, Hepatitis and other sexually transmitted diseases, medication adherence and nutrition, important health and self-care practices, developing a healthy sexual life covering topics as stigma, safer

sex, disclosure and issues of domestic violence and sexual abuse, and referral agencies that are supportive of people living with HIV/AIDS (especially HIV support groups, Twelve (12)-step meetings and Twelve (12)-step alternatives).

B. Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program. Clients shall be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than HIV/AIDS). If a client is suspected of having a contagious or infectious disease, the client shall be isolated and a physician shall be consulted to determine suitability of the client's retention in the program.

C. Treatment Plan: A treatment plan must be developed for all clients based on the information gathered in the initial assessment. This treatment plan shall serve as the framework for type and duration of services provided during the client's stay in the program. In addition, there shall be a plan review and re-evaluation schedule.

The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan shall also document mechanisms offering or referring clients with HIV/AIDS to primary medical services and case management services.

The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor shall develop a treatment plan for each client with collaboration from the client. The Treatment plan requirements include but are not limited to:

(4) A minimum of one educational or transition group per week, one (1) fifty (50)-minute individual session per week and one HIV education group per month. These services shall be documented in the progress notes within the client's record.

(5) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(6) Within fourteen (14) days of admission, the counselor must develop a comprehensive treatment plan with long and short term goals for the continuing treatment needs of each client;

(7) Treatment plan goals and objectives shall reflect problem areas identified in the assessment reflecting responses to problem areas that are identified as manageable, measurable units with completion dates;

(8) The treatment plan must be action-oriented. It must identify the activities and/or tasks that the client must complete in order to attain the stated recovery goal reflecting the client's change in needs;

(9) Treatment plan must document mechanisms to offer or refer clients with HIV/AIDS to primary medical services and case management;

(10) The treatment plan must be reviewed and re-evaluated thirty (30) days after development and every thirty (30) days thereafter and/or as needed, as the client completes each phase of treatment;

(11) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the client and counselor who developed and/or re-evaluated it.

D. Referral Services: In addition to primary medical services and case management, the program shall be linked to a continuum of HIV/AIDS care and services. The program shall link and/or refer clients to service options including, but not be limited to; mental health, medical care, legal, and financial services. Referrals for services shall be made at any point when the needs of the client cannot be met by the program within its established range of services. In addition:

(1) If during intake, it is determined that the needs of the client cannot be met by the program within the program's range of services, a referral must be made to an alternate provider or venue of services;

(2) If after admission, by observation or assessment reveal needs that might require a change in the existing level of service, the program staff shall consult with the appropriate specialist(s), to assist in making a determination if such can be met by the program within the program's range of services or if a referral and/or transfer is required.

E. Support Services and Discharge Planning: Support services that are to be provided or coordinated shall include but not be limited to:

(1) provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) health-related services (e.g., medication management services);

(3) transmission risk assessment and prevention counseling,

(4) social services;

(5) recreational activities

(6) meals;

(7) housekeeping and laundry;

(8) transportation

Discharge planning shall include a written aftercare plan that includes specific substance abuse treatment recommendations

utilizing different modalities and approaches. Clients should be offered the opportunity to participate in the aftercare planning process and shall receive a copy of the plan including any active referrals to services. Clients should leave knowing they are welcome to contact the program at any time. Programs should maintain contact with clients post-discharge."

9. Paragraph 10, CONTRACTOR'S SUBCONTRACTOR REQUIREMENTS, shall be replaced in its entirety to read as follows:

"10. CONTRACTOR'S SUBCONTRACTOR REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. Subcontracts and consultant agreements shall be submitted to DHSP for approval sixty (60) days prior to commencing services."

10. Paragraph 14, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

"14. STAFFING REQUIREMENTS: Contractor shall operate continuously throughout the term of this Agreement with at least a house manager and the necessary staff for twenty-four (24) hour supervision, food preparation, cleaning, and maintenance functions. Contractor's staff shall include persons qualified to:

(1) manage the facility; (2) supervise operations on a twenty-four (24) hour basis; and (3) maintain records as required by DHSP. All new staff must receive four (4) hours of HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter. A minimum of thirty percent (30%) of program staff providing counseling services in each alcohol or other drug program shall be certified pursuant to the requirements of California Code of Regulations, Title 9, Division 4, Chapter 8, Sections 13010 & 13035(f).

A. Direct Care Staff: The program will ensure that all direct services to clients are provided by qualified staff in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. All non-licensed or non-certified individuals providing counseling services in an AOD program shall be registered to obtain certification as an AOD counselor by one of the certifying organizations within six (6) months of the counselor's date of hire. Clients will not be used to fulfill staffing requirements.

(1) Direct Care Staff include:

(a) A counselor designated to perform admission, intake and assessment functions, including ongoing evaluation of the clients' treatment and care needs;

(b) A counselor responsible for oversight and provision of planned activities, including oversight of volunteers;

(c) The program must ensure that whenever clients are present, that there is at least one (1) on-duty staff present;

(d) In programs where there are less than six (6) beds, a minimum of one (1) on-duty staff is required during service provision hours;

(e) In programs where there are seven (7) to forty (40) beds, a minimum of two (2) on-duty staff are required during service provision hours; and

(f) In facilities where there are more than forty (40) beds, a minimum of one (1) on-duty staff is required for each additional forty (40) beds or portion thereof during service provision hours.

B. Administrative and Support Staff:

(1) The facility administrator or designee must be on-site or able to return telephone calls within one and one-half (1½) hours and able to appear in person within (3) three hours; and

(2) Support staff, as necessary, to perform office work, cooking, house cleaning laundering and maintenance of building, equipment, and grounds.

C. Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care."

11. Paragraph 19, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written

agreement(s) shall be sent to Los Angeles County Department of Public Health, Division HIV and STD Programs, Office of the Medical Director."

12. Paragraph 21, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

13. Paragraph 22, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

14. Paragraph 23, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

15. Paragraph 21, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"21. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by

Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

16. Paragraph 22, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"22. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

17. Paragraph 23, CULTURAL COMPETENCY, shall be re-designated to Paragraph 26.

18. Paragraph 23, HOURS OF OPERATION, shall be added to read as follows:

"23. HOURS OF OPERATION: Contractor is required to provide substance abuse, transitional housing services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day;

Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

19. Paragraph 24, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"24. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance."

20. Paragraph 25 CLIENT ELIGIBILITY, shall be added to read as follows:

"25. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for transitional housing, services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

SCHEDULE ___

_____

HIV/AIDS SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES

Budget Period
March 1, 201_
through
February 28, 201_

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Substance Abuse Transitional Housing			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			
MAXIMUM MONTHLY PAYMENT			

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of __

1. Agency Name: _____
2. Executive Director: _____
3. Address of Service Delivery Site: _____

   California

4. In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5. In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6. What percentage of your allocation is designated to this site? 0%
7. What is the total bed capacity for this site? __
8. How many of these beds are paid for under this contract? __

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2*

March 1, 2012 through February 28, 2013

Number of Substance Abuse, Transitional Housing (Resident Days) Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Clients	Resident Days
Site	No. of Clients	No. of Days
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

* Figures are based on a 12-month period.

EXHIBIT __

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE, DAY TREATMENT SERVICES

1. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be amended to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, day treatment shall not exceed _____Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, day treatment shall not exceed _____Dollars ($_____)."

2. The first paragraph of Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ___ and ___**,** and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Paragraph 5, LENGTH OF STAY, shall be replaced in its entirety to read as follows:

"5. LENGTH OF STAY: Length of stay is not to exceed ninety (90) days within one twelve (12) month period beginning with the first day of enrollment. An extension can be made as long as the client meets continuing stay criteria in accordance with the American Society of Addiction Medicine (ASAM). Treatment extension requests must be submitted a minimum of five (5) working days prior to reaching maximum stay limitations. All extensions require prior approval from DHSP's Care Services Division Chief."

4. The first paragraph of Paragraph 7, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

"7. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at:

_____."

5. Paragraph 8, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"8. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS substance abuse, day treatment services to eligible clients in accordance with Chapter 5, Division 4, Title 9 of the California Code of Regulations and procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV Substance Abuse Treatment Standards of Care and the terms of this Agreement. Additionally,

Contractor shall provide such services as described within Exhibits ___-1 and ___-2, Scopes of Work, attached hereto and incorporated herein by reference. Services to be provided shall include, but not be limited to:

A. Program Requirements: The program must ensure its ability to meet the needs of the client by meeting the following program requirements:

(1) For individuals in substance abuse day treatment programs who are HIV/AIDS infected, regular on-going transmission assessments should be performed.

(2) For individuals in substance abuse day treatment programs who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education should be provided. Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Behavioral Change, which identifies six (6) stages of person change, including pre-contemplation, contemplation, preparation, action, maintenance, and termination. Prochaska, et al. maintains that individuals move through predictable stages of change as they endeavor to overcome problem behaviors.

B. Programs shall strive to actively engage clients in treatment that emphasizes:

(1) Interventions, activities and service elements designed to alleviate or preclude alcohol and/or other drug problems, as well as relapse prevention, in the individual, their family and/or community.

(2) The goals of physical health, well-being and practical life skills (including the ability to be self-supporting, improved personal functioning and effective coping with life problems). Special emphasis shall be given to HIV information and care.

(3) Social functioning (including improved relationships with partners, peers and family; socially acceptable ethics; and enhanced communication and interpersonal skills).

(4) Improving the individual's self-image, esteem, confidence, insight, understanding and awareness.

(5) Additional life skills (including communication, finance management, job training, hygiene, leisure activities, homemaking and parenting skills, stress management, relaxation, anger management and physical fitness).

C. Planned program activities shall include (at a minimum):

(1) Intake;

(2) Assessment;

(3) Individual treatment planning;

(4) Crisis intervention;

(5) Individual, group and family counseling;

(6) Support groups;

(7) Education;

(8) Weekly case conferences;

(9) Referrals.

Programs providing HIV substance abuse, day treatment services will do so in accordance with Chapter 5, Division 4, Title 9 of the California Code of Regulations, procedures adopted by the Division HIV and STD Programs; Los Angeles County Commission on HIV Standards of Care Substance Abuse Treatment, Day Treatment and consistent with State and local laws and regulations.

D. Intake: The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. When possible, client intake shall be completed in the first contact with the potential client. In addition, client intake for substance abuse day treatment services shall include a medical history complete with CD4 count and viral load measurement when available. If CD4 and viral load measurements are not available at intake, staff shall attempt to produce them within thirty (30) days by searching the County's HIV data management system, communication with the client's medical provider or linking client to HIV primary medical care. Prior to accepting a client into a substance abuse day treatment program, the person

responsible for admissions must interview the prospective client and his/her authorized representative, if any.

(1) Required Documentation: Programs must develop the following forms in accordance with State and local guidelines. Signed, dated and completed forms are required for each client and shall be maintained in each client record: Release of Information (updated annually), Limits of Confidentiality, Consent to Receive Services, Client Rights and Responsibilities, Client Grievance Procedures. Additionally, the client's record must include the client's HIV/AIDS diagnosis form, financial screening/proof of income, and verification of residency within Los Angeles County.

(2) Client Confidentiality: During the intake process and throughout HIV substance abuse, day treatment service delivery, client confidentiality shall be strictly maintained and enforced. All programs shall follow HIPAA guidelines and regulations for confidentiality.

E. Assessment: Clients shall be assessed and their eligibility determined before being accepted for services.

(1) Eligibility Determination: Persons eligible for substance abuse day treatment services must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of

substance abuse or substance dependence and meet the following criteria:

(a) Withdrawal Potential - minimal withdrawal risk;

(b) Biomedical Conditions - none that interfere with addiction treatment;

(c) Emotional/Behavioral Conditions - mild severity with little potential to distract from recovery;

(d) Treatment Acceptance/Resistance - resistance high enough to require structured program, but not so high as to render outpatient treatment ineffective;

(e) Relapse Potential - likelihood of relapse without close monitoring and support; and

(f) Recovery Environment – Client is in an unsupportive environment but with structure and support, the client can cope.

(2) Assessment: The assessment process should include utilization of the Addiction Severity Index. The assessment should provide the information required to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:

(a) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice

system, as well as previous assessments and treatment records;

(b) Patterns of alcohol and other drug (AOD) use;

(c) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

(d) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

(e) Client HIV risk behaviors and factors;

(f) Current medical condition and relevant medical history, including emergency medical needs (for HIV positive clients, specific information related to HIV medical care will also be gathered);

(g) Mental Health history and Psychological test finding (when available);

(h) Educational and vocational background;

(i) Suicide, health, or other crisis risk appraisal;

(j) Client motivation and readiness for treatment;

(k) Client attitudes and behavior during assessment;

(l) PPD and/or chest x-ray as required by Los Angeles County guidelines;

(m) History of sexually transmitted diseases;

(n) Current HIV medications and possible illicit drug interactions;

(o) Housing status;

(p) Legal issues, including domestic violence and child welfare issues; and

(q) Abilities, aptitudes, skills and interests.

In addition, the assessment should include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition (this does not apply to clients that may be served in this category who are HIV negative). After an appropriate signed confidentiality release is obtained from the client, the assessor should coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination, and results of laboratory tests and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a primary medical care provider should be made and a priority treatment plan item should be developed for the client to seek and comply with medical care. If the eligibility and assessment process determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

(3) Client Education: Programs shall provide education to clients and their families on a continuous basis that shall include,

but not be limited to: HIV 101; HIV prevention; HIV risk reduction practices; harm reduction; licit and illicit drug interactions; medical complications of substance use, important health and self-care practices; Hepatitis and other sexually transmitted diseases; medication adherence and nutrition; addiction education, including IV drug use; developing a healthy sexual life, covering topics such as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse; and information about referral agencies that are supportive of people living with HIV/AIDS [especially HIV support groups, twelve (12) step meetings and twelve (12) step alternatives].

F. Services: Day treatment programs must develop a schedule of activities and events that promote sustained recovery and include individual and group activities for a minimum of five (5) hours per day, five (5) days per week. Programs shall actively engage clients in an identified schedule of activities that emphasizes interventions and activities designed to alleviate or preclude alcohol and/or other drug problems in the individual, their family and/or the community that promotes sustained recovery. Activities shall focus on:

(1) Abstinence and relapse prevention;

(2) Physical health and well-being;

(3) Practical life skills, leading to the ability to be self-supporting including communication skills, finance management, hygiene, leisure activity development, homemaking and parenting skills, stress and anger management, and physical fitness;

(4) Improved personal functioning, and effective coping with life problems;

(5) Social functioning, including improved relationships with family, partners and peers, socially acceptable ethics, and relationship skills;

(6) Self-image, esteem, confidence, insight, understanding, and awareness.

G. Treatment Plan: A collaborative treatment plan shall be developed for all clients based upon the information gathered in the initial assessment. The treatment plan serves as the framework for the type and duration of services provided during the client's participation in the program and should include a plan review and re-evaluation schedule. The plan should also document mechanisms to offer or refer clients with HIV/AIDS to primary medical care, case management services and other supportive services as identified.

The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor must develop a treatment plan for each client with collaboration from the client. Treatment plans

shall address necessary gender and/or sexual identity-specific services based on individual client needs. Such services shall be provided either on site, or by linked referral. Treatment plan requirements include:

(1) An interim treatment plan, which identifies the client's immediate treatment needs, must be developed within three (3) days from the date of admission;

(2) A comprehensive treatment plan which includes long and short term goals for continuing treatment shall be developed collaboratively within fourteen (14) days of admission;

(3) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem areas identified;

(4) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the recovery goal, and must reflect the client's changing needs;

(5) The treatment plan goals and objectives must be broken down into manageable, measurable units with expected completion dates;

(6) The treatment plan must be reviewed and re-evaluated twenty-eight (28) days after development and every thirty (30) days

thereafter or more often, if needed, as the client needs change or the client completes each phase of treatment; and

(7) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the client and counselor who developed or re-evaluated such plan.

Program staff shall regularly observe each client for changes in physical, mental, emotional and social functioning. If, during the course of treatment, needs are revealed which require a change in the existing level of service, referral to another service provider shall be made.

H. Referral Services: Programs providing HIV substance abuse day treatment services shall demonstrate active collaboration with other agencies to provide referrals to the full spectrum of HIV-related services. Formal relationships with mental health providers are especially important for assistance in crisis management or psychiatric emergencies.

Programs must maintain a comprehensive list of target providers (both internal and external), including, but not be limited to HIVLA, for the full spectrum of HIV-related services. Programs shall refer and link clients to services consistent with their needs and supportive of their rehabilitation. Programs must develop a mechanism to determine if referrals have been successful. In addition to primary medical services and case management, the program must be linked to a continuum of

HIV/AIDS care services and must link and/or refer clients to these service options, including, but not limited to mental health treatment, medical care, treatment advocacy, peer support, vocational training, education, treatment education, dental treatment, legal and financial services. Referrals for services should be made at any point that the needs of the client cannot be met by the program within its established range of services.

I. Support Services: Support services that are to be provided or coordinated must include, but are not be limited to:

(1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) Health-related services (e.g., medical care, medication management and adherence services);

(3) HIV Transmission risk assessment and prevention counseling;

(4) Social services;

(5) Recreational activities;

(6) Meals;

(7) Housekeeping and laundry;

(8) Transportation; and

(9) Housing.

J. Counseling Services: Programs shall make available counseling services for their clients. The selection, frequency and intensity of these services shall be determined collaboratively between the counselor and client, identified and agreed upon in the initial assessment and treatment plan. Counseling services shall include crisis intervention, couples counseling, individual counseling or psychotherapy, family counseling, group counseling, and support groups.

K. Case Conferences: Programs shall conduct weekly multidisciplinary discussions to review a client's status; assessment of client's needs, and planned interventions to accomplish identified goals. Documentation of case conferences shall be maintained within each client record.

L. Discharge Planning: Staff shall collaborate with clients who have successfully completed day treatment program services to develop a written aftercare plan that includes substance abuse treatment recommendations of various modalities and approaches, as well as referrals to appropriate services. Programs shall develop mechanisms to ensure that they maintain contact with their clients post discharge. Clients shall be encouraged to contact the staff of program at any time. Aftercare plans shall be maintained within each client record and a copy shall be provided to the client upon discharge.

M. Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Public Health's Tuberculosis Control Program. Clients should be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS). If a client is suspected of having a contagious or infectious disease, the client should be isolated and a physician should be consulted to determine suitability of the client's retention in the program."

6. Paragraph 9, CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS, shall be replaced in its entirety to read as follows:

"9. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. Subcontractor/consultant agreements shall be submitted to DHSP for approval sixty (60) days prior to commencing services."

7. Paragraph 13, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

"13. STAFFING REQUIREMENTS: All new staff must receive four (4) hours of HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter. A minimum of thirty percent (30%) of program staff providing counseling services in each alcohol or other drug program shall be certified pursuant to the requirements of California Code of Regulation, Title 9, Division 4, Chapter 8, Sections 13010 & 13035(f). The Substance Abuse Day Treatment program must have the following staff:

A. Direct Care Staff: The program will ensure that all direct services to clients are provided by staff trained in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. Direct Care Staff include:

(1) A counselor designated to perform admission, intake and assessment functions, including ongoing evaluation of the clients' treatment and care needs;

(2) A counselor responsible for oversight and provision of planned activities, including oversight of volunteers; and

(3) The program should provide a staffing ratio of not less than one (1) counselor for every twelve (12) clients enrolled in the program. Counselors may be nurses, psychologists, social workers, psychiatric technicians, or trained counselors. Non-licensed or non-certified individuals providing counseling services in an AOD program shall be registered to obtain certification as an AOD counselor by one of the certifying organizations within six (6) months of the counselor's date of hire.

B. Administrative and Support Staff:

(1) A program administrator or designee must be on-site or able to return telephone calls within one and one-half (1½) hours and able to appear in person within three (3) hours;

(2) A Licensed Clinical Social Worker (LCSW) to supervise program operations staff and provide required professional expertise when appropriate; and

(3) Support staff, as necessary, to perform office work, cooking, house cleaning, laundering, and maintenance of buildings, equipment, and grounds.

C. Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action

(POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care."

8. Paragraph 18, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed medical facility within the community for provision of emergency services as appropriate. A Copy of such written agreement shall be sent to Los Angeles County Department of Public Health, Division HIV and STD Programs, Office of the Medical Director."

9. Paragraph 20, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

10. Paragraph 21, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

11. Paragraph 22, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

12. Paragraph 20, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"20. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for

approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

22. Paragraph 21, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"21. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

23. Paragraph 23, CULTURAL COMPETENCY, shall be re-designated to Paragraph 25.

24. Paragraph 22, HOURS OF OPERATION, shall be added to read as follows:

"22. HOURS OF OPERATION: Contractor is required to provide substance abuse, day treatment services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

25. Paragraph 23, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"23. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance."

26. Paragraph 24, CLIENT ELIGIBILITY, shall be added to read as follows:

"24. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for substance abuse, day treatment services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.”

SCHEDULE ___

_____

SUBSTANCE ABUSE, DAY TREATMENT SERVICES

Budget Period
March 1, 201_
through
February 28, 201_

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Substance Abuse Day Treatment			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			
MAXIMUM MONTHLY PAYMENT			

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of ___

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

_____ California

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6 What percentage of your allocation is designated to this site? 0%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2*

March 1, 201_ through February 28, 201_

Number of Substance Abuse, Day Treatment (Resident Days) Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	**Treatment Days**	
Site	No of Clients	No. of Days
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

* Figures are based on a 12-month period.

EXHIBIT ___

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NUTRITION SUPPORT SERVICES – FOOD BANK/PANTRY SERVICES

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

”4. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS nutrition support services - food bank/pantry services shall not exceed _____ Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS nutrition support services - food bank/pantry services shall not exceed _____ Dollars ($_____).”

2. Paragraph 5, COMPENSATION, shall be amended to read as follows:

”5 COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules ___ and ___, and the BILLING AND PAYMENT Paragraph of the

Agreement attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Paragraph 6, CLIENT ELIGIBILITY, shall be replaced in its entirety to read as follows:"

"6. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

G. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for nutrition support – food bank/pantry services.

H. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

4. Paragraph 9, SERVICES TO BE PROVIDED, Subparagraph D shall be amended to read as follows:

"9. SERVICES TO BE PROVIDED:

D. Ensure the distribution of a minimum of _____ (_____) bags of groceries to a minimum of _____ (_____) unduplicated clients, and shall ensure that the food provided meets nutritional needs of persons living with HIV/AIDS in at least fifty percent (50%) of the USDA Dietary Guidelines for Americans at the two thousand

(2,000) calorie level. The nutrition breakdown for each bag shall average one thousand (1,000) calories/day or seven thousand (7,000) calories/week. Menus shall be developed in conjunction with a registered dietitian, taking into account the nutrition needs of the client, special diet restrictions, portion control, and client preferences. Community and cultural preferences shall be reflected in the nutrition support provided. Menu plans shall be changed periodically to promote variety based on client input, individual nutrition need, season and availability of food."

5. Paragraph __, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"_. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health; Division of HIV and STD Programs, Office of the Medical Director."

6. Paragraph _, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

7. Paragraph _, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

8. Paragraph _, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

9. Paragraph _, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

" _. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

G. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

H. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

I. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

J. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional

associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

K. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

L. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

21. Paragraph _, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"_ . COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

22. Paragraph _, HOURS OF OPERATION, shall be added to read as follows:

" _. HOURS OF OPERATION: Contractor is required to provide nutritional support services – food bank pantry services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

23. Paragraph _, CULTURAL COMPETENCY, shall be re-designated to Paragraph _.

24. Paragraph _, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

" _. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies.

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.”

SCHEDULE ___

_____

HIV/AIDS NUTRITION SUPPORT SERVICES- FOOD BANK/PANTRY SERVICES

	Budget Period March 1, 2012 through February 28, 2013
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

BIENESTAR HUMAN SERVICES

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

_____

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley _____ Two: San Fernando Valley

_____ Three: San Gabriel Valley _____ Four: Metro Los Angeles

_____ Five: West Los Angeles _____ Six: South Los Angeles

_____ Seven: East Los Angeles _____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina _____ Two: Supervisor Ridley-Thomas

_____ Three: Supervisor Yaroslavsky _____ Four: Supervisor Knabe

_____ Five: Supervisor Antonovich

6 Based on the number of unit of service provided to unduplicated clients at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 201_ through February 28, 201_

Number of Nutrition Support Services - food bank/pantry Contract Goals and Objective by Service Delivery Sites.

Please note: “No. of Clients” will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**(Food Distribution)**	
Service Unit	No. of Clients	No. of Meals
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

EXHIBIT ___

_____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NUTRITION SUPPORT - HOME DELIVERED MEALS SERVICES

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs C and D, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS nutrition support - home delivered meals services shall not exceed _____ Dollars ($_____).

D. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS nutrition support - home delivered meals services shall not exceed _____ Dollars ($_____)."

2. Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules ___ and ___, and the BILLING AND PAYMENT Paragraph of the

Agreement attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Paragraph 6, CLIENT ELIGIBILITY, shall be replaced in its entirety to read as follows:

"6. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for nutrition support – home delivered meals services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

4. Paragraph 8, SERVICE DELIVERY SITES, shall be amended to read as follows:

"8 SERVICE DELIVERY SITES: Contractor shall ensure that subcontractors, consultants and Contractor's facilities where services are to be provided hereunder are located at: _____."

5. Paragraph 9, SERVICES TO BE PROVIDED , Subparagraph G shall be amended to read as follows:

"8. SERVICES TO BE PROVIDED:

G. Prepare and ensure the delivery of a minimum of _____ (_____) meals to _____ (_____) unduplicated clients and shall ensure that the food provided meets nutritional needs of persons living with HIV/AIDS in at least fifty percent (50%) of the USDA Dietary Guidelines for Americans at the two thousand (2,000) calorie level. The nutrition breakdown for each meal shall average one thousand (1,000) calories/day or seven thousand (7,000) calories/week. Menus shall be developed in conjunction with a registered dietitian, taking into account the nutrition needs of the client, special diet restrictions, portion control, and client preferences. Community and cultural preferences shall be reflected in the nutrition support provided. Menu plans shall be changed periodically to promote variety based on client input, individual nutrition need, season and availability of food."

6. Paragraph 17, EMERGENCY MEDICAL TREATMENT, shall be replaced in its entirety to read as follows:

"17. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written

policy(ies) shall be sent to County's Department of Public Health; Division of HIV and STD Programs, Office of the Medical Director."

7. Paragraph 19, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

8. Paragraph 20, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

9. Paragraph 21, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

10. Paragraph 19, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, shall be added to read as follows:

"19. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

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F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the

Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

11. Paragraph 20, COUNTY'S COMMISSION ON HIV, shall be added to read as follows:

"20. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County."

12. Paragraph 21, HOURS OF OPERATION, shall be added to read as follows:

"21. HOURS OF OPERATION: Contractor is required to provide nutritional support services – home delivered meals services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

13. Paragraph 22, CULTURAL COMPETENCY, shall be re-designated to Paragraph 23.

14. Paragraph 22, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"22. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

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The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

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B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

(1) Inability to produce income;

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(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

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(3) Provide means of transportation, if public transportation is not accessible;

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(3) HIV/AIDS diagnosis;

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(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

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classified as uninsured, thus are exempt as veterans from “payor of last resort” requirement.

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(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

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(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

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J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance."

SCHEDULE ___

_____

HIV/AIDS NUTRITION SUPPORT - HOME DELIVERED MEALS SERVICES

	Budget Period March 1, 201_ through February 28, 201_
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site#: 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

California

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley
_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley
_____ Four: Metro Los Angeles
_____ Five: West Los Angeles
_____ Six: South Los Angeles
_____ Seven: East Los Angeles
_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina
_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky
_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich

6 Based on the number of meals provided to unduplicated clients from this site, what percentage of your allocation is designated to this site? __%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Number of Nutrition Support - Home Delivered Meals Services. Contract Goals and Objective by Service Delivery Site(s).

Please note: “No. of Clients” will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**FOOD DISTRIBUTION**	
Service Unit	No. of Clients	No. of Meals
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		